



TAHOE FOREST HOSPITAL DISTRICT

Special Meeting of the Board of Directors

Nov 18, 2014 at 04:00 PM - 09:00 PM

Eskridge Conference Room

Meeting Book - 2014 Nov 18 Special Meeting of the Board of Directors

Agenda

2014-11-18 Special Meeting Agenda Page 4

Consent Calendar:

a. Contracts:

NOTE: The following contracts have been reviewed by the Board Governance Committee and recommended to the full Board for approval.

--Contract Routing Forms summarizing the details of each contract have been uploaded for your reference. To reduce size of packet, full versions of the contracts are available for review by the Board via the Governance Committee November meeting book, or via hard copy at the TFHD administration office.

i. Auto Renew:

1. Camp_ED On Call Page 6

2. Dodd & Foley_ED on Call Orthopedic Surgery Page 8

ii. Amended:

1. Timothy Lombard M.D. dba Sierra Multi-Specialty_MDA Cardiac Rehabilitation Page 10

iii. New:

1. Arth, Brown, Uglum, Vayner_ED on Call Pediatrics Page 12

2. Chase, Heneveld, Jensen, Specht_Physician Health and Advocacy Med Advisor Page 14

3. Barta_Medical Director Home Health Page 16

4. Burkholder_EKG Services Page 18

5. Dodd_Medical Director Rehabilitation Services Page 20

6. Heifetz_Medical Director Oncology Page 22

7. Kitts_Rural PRIME Preceptor Page 24

8. Koch_Rural PRIME Preceptor Page 26

9. Standteiner_Medical Director Hospitalist Services [copy signed by compliance will be uploaded on Monday] Page 28

10. North Tahoe Anesthesia Group Page 30

Items For Discussion and/or Action

A. Consideration of the Chief Executive Officer's Request for Indemnification and Reimbursement of Attorney Fees and Expenses

1. Letter to Dan Croley - Claim for Attorney's Fees and Expenses - 11-07-14 Page 32

2. Letter to Board 11-14-14_Redacted Page 33

3. Email re Letter to Board re Fees and Costs 09-12-14 Page 47

4. Email re Letter to Board re Fees and Costs 09-09-14 Page 50

4.1. ATTACHMENT Letter to Board re Fees and Costs FINAL 9 9 14 Page 51

4.2. ATTACHMENT R Schapper Statement of Terms 090914 Page 55

5. Indemnification request 5 27 14 Page 61

6. Employment Agreement w-R. Schapper dated 7-1-11 Page 62

B. Contracts:

i. Auto Renew:

1. Higgins_IVCH ED On Call for Medicine Page 71

2. Joseph_Dental Coverage Agreement Page 80

3. Kitts_ED On Call for General Surgery Page 87

4. Lechner_ED On Call for Dental Page 100

5. Osgood_ED On Call for Orthopedics Page 107

ii. Amended:

Note: Current amendment immediately follows the Contract Routing Form. Previous versions follow for your reference if needed.

1. Jensen_Chair Interdisciplinary Practice Committee Page 120

2. Koch_Medical Director Incline Village Health Clinic Page 131

3. Tirdel_Medical Director Health Clinic Page 139

iii. New:

1. Kaime_Associate Medical Director of Oncology Page 154

2. Koch_Medical Director Hospice Page 173



**SPECIAL MEETING OF THE BOARD OF DIRECTORS
OF TAHOE FOREST HOSPITAL DISTRICT TO BE HELD ON
TUESDAY, NOVEMBER 18, 2014 AT 4 PM
IN THE ESKRIDGE CONFERENCE ROOM,
TAHOE FOREST HOSPITAL, 10121 PINE AVENUE, TRUCKEE, CA.**

AGENDA

1. **Call to Order**
2. **Roll Call**
3. **Clear The Agenda/Items Not On The Posted Agenda**
4. **Input Audience:** *This is an opportunity for members of the public to comment on any closed session item appearing before the Board on this agenda.*
5. **Closed Session:**
 - A. Approval of closed session minutes of 7/11/14; 7/22/14; 8/12/14; 8/21/14; and 9/23/14
 - B. Government Code Section 54957: Chief Executive Officer Performance Evaluation, Including Eligible Incentive Compensation
 - C. Government Code Section 54956.9(d)(2): Consideration of Claim (Potential Litigation) [1 claim]
6. **Open Session – Call to Order**
7. **Clear The Agenda/Items Not On The Posted Agenda**
8. **Input – Audience:** *This is an opportunity for members of the public to address the Board on items which are not on the agenda. Please state your name for the record. Comments are limited to three minutes. Written comments should be submitted to the Board Clerk 24 hours prior to the meeting to allow for distribution. Under Government Code Section 54954.2 – Brown Act, the Board cannot take action on any item not on the agenda. The Board may choose to acknowledge the comment or, where appropriate, briefly answer a question, refer the matter to staff, or set the item for discussion at a future meeting.*
9. **Input From Employee Associations**
11. **Consent Calendar:**
 - a. **Contracts**

(The following contracts have been reviewed by the Board Governance Committee and recommended to the full Board for approval).

 - i. **Auto Renew:**
 1. Camp_ED On Call ATTACHMENT
 2. Dodd & Foley_ED on Call Orthopedic Surgery ATTACHMENT
 - ii. **Amended:**
 1. Timothy Lombard, M.D., dba Sierra Multi-Specialty
Medical Group_Medical Director Cardiac Rehabilitation ATTACHMENT
 - iii. **New:**
 1. Arth, Brown, Uglum, Vayner_ED on Call Pediatrics ATTACHMENT
 2. Chase, Heneveld, Jensen, Specht_Physician Health
and Advocacy Medical Advisor ATTACHMENT
 3. Barta_Medical Director Home Health ATTACHMENT
 4. Burkholder_EKG Services ATTACHMENT
 5. Dodd_Medical Director Rehabilitation Services ATTACHMENT
 6. Heifetz_Medical Director Oncology ATTACHMENT
 7. Kitts_Rural PRIME Preceptor ATTACHMENT
 8. Koch_Rural PRIME Preceptor ATTACHMENT
 9. Standteiner_Medical Director Hospitalist Services ATTACHMENT
 10. North Tahoe Anesthesia Group ATTACHMENT

12. Items for Board Discussion and/or Action

A. Consideration of the Chief Executive Officer’s Request for Indemnification and Reimbursement of Attorney Fees and Expenses *ATTACHMENT

B. Contracts:

i. Auto Renew:

- 1. Higgins_IVCH ED On Call for Medicine.....ATTACHMENT
- 2. Joseph_Dental Coverage Agreement.....ATTACHMENT
- 3. Kitts_ED On Call for General SurgeryATTACHMENT
- 4. Lechner_ED On Call for DentalATTACHMENT
- 5. Osgood_ED On Call for Orthopedics.....ATTACHMENT

ii. Amended:

- 1. Jensen_Chair Interdisciplinary Practice Committee.....ATTACHMENT
- 2. Koch_Medical Director Incline Village Health Clinic.....ATTACHMENT
- 3. Tirdel_Medical Director Health Clinic.....ATTACHMENT

iii. New:

- 1. Kaime_Associate Medical Director of OncologyATTACHMENT
- 2. Koch_Medical Director HospiceATTACHMENT

12. Board Members Reports/Closing Remarks

13. Closed Session Continued, If Necessary

14. Open Session

15. Report of Actions Taken in Closed Session

Adjourn

The next regularly scheduled meeting of the Board of Directors of Tahoe Forest Hospital District is November 25, 2014, 10121 Pine Avenue, Truckee, CA. A copy of the Board meeting agenda is posted on the District’s web site (www.tfhd.com) at least 72 hours prior to the meeting or 24 hours prior to a Special Board Meeting.

Robert A. Schapper
Chief Executive Officer

RAS:pab

*Denotes material (or a portion thereof) may be distributed at a later date

**The entire manual/document is available for review via the Chief Executive Officer’s Office.

Note: It is the policy of Tahoe Forest Hospital District to not discriminate in admissions, provisions of services, hiring, training and employment practices on the basis of color, national origin, sex, religion, age or disability including AIDS and related conditions. Tahoe Forest Hospital District is an Equal Opportunity Employer.

The meeting location is accessible to people with disabilities. Every reasonable effort will be made to accommodate participation of the disabled in all of the District’s public meetings. If particular accommodations for the disabled are needed (i.e., disability-related aids or other services), please contact the Executive Assistant at 582-3481 at least 24 hours in advance of the meeting.

CONTRACT ROUTING FORM

Email Completed Form to Executive Assistant (pbarrett@tfhd.com) for Processing and Compliance Review

NEW CONTRACT <input type="checkbox"/>		AMEND SCOPE <input type="checkbox"/>		AMEND TERM <input type="checkbox"/>		AUTO RENEW <input checked="" type="checkbox"/>		BAA <input type="checkbox"/>					
ORIGINATING DEPARTMENT: Medical Staff Services				CONTACT PERSON: Terri Schnieder PHONE: 582-6640									
RESPONSIBLE ADMINISTRATIVE COUNCIL (AC):		CEO <input checked="" type="checkbox"/>		CFO <input type="checkbox"/>		COO <input type="checkbox"/>		CNO <input type="checkbox"/>		CIO <input type="checkbox"/>		IVCH <input type="checkbox"/>	
REQUIRES BOARD GOVERNANCE COMMITTEE REVIEW? NO <input type="checkbox"/> YES <input checked="" type="checkbox"/>										MEETING DATE: 11/12/14		COMMITTEE RECOMMENDS:	
TYPE OF CONTRACT:													
Physician Professional Service Agreement (P-PSA)				<input checked="" type="checkbox"/>		Type: ED On Call for Ophthalmology							
Physician Medical Director Agreement (MDA)				<input type="checkbox"/>		Type: _____							
Vendor Professional Service Agreement (V-PSA)				<input type="checkbox"/>		Type: _____							
Other _____				<input type="checkbox"/>		Type: _____							
❖ Business Associated Agreement Required?				YES <input type="checkbox"/>		NO <input checked="" type="checkbox"/>							
CONTRACTOR/VENDOR DETAILS: <i>If needed, additional instructions and information may be provided on Page 2</i>													
LEGAL NAME OF CONTRACTOR/ VENDOR: Jeffrey Camp, M.D.													
Purpose of the Contract/Alternatives: To provide Emergency Department Ophthalmology On Call services for patients presenting to or admitted through the Emergency Department. Alternative is to not provide these services and transfer all ophthalmology cases out of the area.													
Scope of the Contract: Provide on call coverage of Specialty Services to the Emergency Department and make/himself/herself available for such specific coverage shifts designated in advance on the ED monthly specialty on call calendar. Be continuously reachable by telephone and available for on -call services during each 24-hour period in which he/she is designated to provide Specialty Services coverage to the Emergency Department.													
DATES OF CONTRACT:				EFFECTIVE DATE: 1/1/2015				END DATE: 12/31/2015					
Version History:				Original Effective date: 1/1/2011 Renewal Dates: Amendment Dates: 11/2011									
PHYSICIAN CONTRACTS: FOR STARK LAW COMPLIANCE, THE TERMS OF THIS CONTRACT CANNOT CHANGE FOR 1 YEAR													
Compensation Structure: <i>Include "other comp" (i.e. education, phone stipend, etc.)</i> \$750 per each 24-hour call period when called into the Emergency Department Holiday Pay: Current stipend plus one half of that value or \$1,125 per 24 hours													
Contract Term: <i>(anything other than Net 30 requires AC approval)</i>													
Total Cost of Contract:													
Compensation Audit Process:				See Policies AGOV-10 and ABD-21									
Is Cost of Contract Budgeted?				YES <input checked="" type="checkbox"/>		NO <input type="checkbox"/>							
If NOT budgeted or exceeds budgeted amount, identify the offset:													
TFHS Primary Responsible Party:													
TFHS Secondary Responsible Party:													

ORIGINATING DEPARTMENT: Medical Staff Services		CONTACT PERSON: Terri Schnieder Phone: 582-6640	
LEGAL NAME OF CONTRACTOR/ VENDOR: Jeffrey Camp, M.D.			
REQUIRED COMPLIANCE INFORMATION			
Commercially Reasonable Verified Yes: <input type="checkbox"/> No: <input type="checkbox"/>		Compliance Officer Signature: <i>pending ECO's FMV</i>	
Fair Market Value Verified Yes: <input type="checkbox"/> No: <input type="checkbox"/>			
CONTRACTOR INFORMATION			
Contractor Representative Name:		Jeffrey Camp, M.D.	
Mailing Address:		10956 Donner Pass Road, #120, Truckee, CA	
Telephone and Fax Number:		Phone: 530-582-3667	Fax: 530-582-3668
Email Address of Contact:			
Accounts Receivable Representative:			
REQUIRED FINANCIAL INFORMATION			
W-9 and Certificates of Insurance Must Be Submitted with any Contract			
ADDITIONAL INFORMATION			
Dr. Camp has agreed to continue the current terms of the contract pending receipt of FMV information.			

Reference:

Policy ABD – 21 Physician and Professional Service Agreements
 Policy AGOV – 10 Contract Review Policy
 Policy AFIN – 03 Accounts Payable Policy

*W-9s are required for any contract on which we are making payments.
 Certificates of Insurance are required for any contract in which any service is being provided.*

THIS SECTION FOR CONTRACTS COORDINATOR USE ONLY:			
W-9 Received?	Yes: <input type="checkbox"/> No: <input type="checkbox"/>	Certificate of Insurance Received?	Yes: <input type="checkbox"/> No: <input type="checkbox"/>
New Vendor information Sent to Accounts Payable?	Yes: <input type="checkbox"/> No: <input type="checkbox"/>	Email a copy of Section D (page 2) of the completed Routing Form to A/P. This is required for A/P to process their payments.	

Contracts Review: _____ Date Initials	BOARD ACTION: _____		MEETING DATE:
	Out for TFHD Signature: _____ Date: _____	Out for Vendor Signature: _____ Date: _____	Receive Date: _____ Receive Date: _____
CFO Review: _____ Date Initials	Uploaded to Contracts System: _____ Date: _____	Trigger dates set: YES <input type="checkbox"/> NO <input type="checkbox"/>	
	CONTRACT #: _____ (i.e. 10001)	Document Reference: _____ (i.e. #####.C)	

CONTRACT ROUTING FORM

Email Completed Form to Executive Assistant (pbarrett@tfhd.com) for Processing and Compliance Review

NEW CONTRACT AMEND SCOPE AMEND TERM AUTO RENEW BAA

ORIGINATING DEPARTMENT: Medical Staff Services CONTACT PERSON: Terri Schnieder
PHONE: 582-6640

RESPONSIBLE ADMINISTRATIVE COUNCIL (AC): CEO CFO COO CNO CIO IVCH

REQUIRES BOARD GOVERNANCE COMMITTEE REVIEW? NO YES MEETING DATE: 11/12/14 COMMITTEE RECOMMENDS:

TYPE OF CONTRACT:

Physician Professional Service Agreement (P-PSA) Type: ED On Call for Orthopedic Surgery
 Physician Medical Director Agreement (MDA) Type: _____
 Vendor Professional Service Agreement (V-PSA) Type: _____
 Other _____ Type: _____
 ❖ Business Associated Agreement Required? YES NO

CONTRACTOR/VENDOR DETAILS: *If needed, additional instructions and information may be provided on Page 2*

LEGAL NAME OF CONTRACTOR/ VENDOR: Jeffrey Dodd, M.D., John (Jay) Foley, M.D.

Purpose of the Contract/Alternatives:
 To provide Emergency Department Orthopedic Surgery On Call services for patients presenting to or admitted through the Emergency Department.
 Alternative is to not provide these services and transfer all orthopedic emergencies out of the area.

Scope of the Contract:
 Provide on call coverage of Specialty Services to the Emergency Department and make/himself/herself available for such specific coverage shifts designated in advance on the ED monthly specialty on call calendar.
 Be continuously reachable by telephone and available for on -call services during each 24-hour period in which he/she is designated to provide Specialty Services coverage to the Emergency Department.

DATES OF CONTRACT:	EFFECTIVE DATE: 1/1/2015	END DATE: 12/31/2015
Version History:	Original Effective date: 1/1/2011 Renewal Dates: Amendment Dates: 6/2011; 11/2011	

PHYSICIAN CONTRACTS: FOR STARK LAW COMPLIANCE, THE TERMS OF THIS CONTRACT CANNOT CHANGE FOR 1 YEAR

Compensation Structure: *Include "other comp" (i.e. education, phone stipend, etc.)*
 \$750 per each 24-hour call period for up to 8 shifts
 Holiday Pay: Their current stipend plus one half of that value or \$1125 per 24 hours
 \$1300 per each 24-hour call period over 8 shifts

Contract Term: *(anything other than Net 30 requires AC approval)*
 N=30

Total Cost of Contract:	
Compensation Audit Process:	<u>See Policies AGOV-10 and ABD-21</u>
Is Cost of Contract Budgeted?	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
If NOT budgeted or exceeds budgeted amount, identify the offset:	
TFHS Primary Responsible Party:	
TFHS Secondary Responsible Party:	

ORIGINATING DEPARTMENT: Medical Staff Services	CONTACT PERSON: Terri Schnieder Phone: 582-6640
---	--

LEGAL NAME OF CONTRACTOR/ VENDOR: Jeffrey Dodd, M.D., John (Jay) Foley, M.D.

REQUIRED COMPLIANCE INFORMATION	
Commercially Reasonable Verified ^{N/A} Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/>	Compliance Officer Signature: <i>on call EDET</i>
Fair Market Value Verified Yes: <input type="checkbox"/> No: <input type="checkbox"/>	

CONTRACTOR INFORMATION	
Contractor Representative Name:	See Contractors outlined above
Mailing Address:	10051 Lake Avenue #3, Truckee, CA 96161
Telephone and Fax Number:	Phone: 530-587-7461 Fax: 530-587-1149
Email Address of Contact:	
Accounts Receivable Representative:	

REQUIRED FINANCIAL INFORMATION
W-9 and Certificates of Insurance Must Be Submitted with any Contract

ADDITIONAL INFORMATION

Contract may be amended once ECG FMV information has been received.

Reference:

- Policy ABD – 21 Physician and Professional Service Agreements
- Policy AGOV – 10 Contract Review Policy
- Policy AFIN – 03 Accounts Payable Policy

*W-9s are required for any contract on which we are making payments.
Certificates of Insurance are required for any contract in which any service is being provided.*

THIS SECTION FOR CONTRACTS COORDINATOR USE ONLY:

W-9 Received? Yes: <input type="checkbox"/> No: <input type="checkbox"/>	Certificate of Insurance Received? Yes: <input type="checkbox"/> No: <input type="checkbox"/>
New Vendor information Sent to Accounts Payable? Yes: <input type="checkbox"/> No: <input type="checkbox"/>	Email a copy of Section D (page 2) of the completed Routing Form to A/P. This is required for A/P to process their payments.

Contracts Review: _____ Date Initials CFO Review: _____ Date Initials	BOARD ACTION: _____ Out for TFHD Signature: Date: _____ Out for Vendor Signature: Date: _____ Uploaded to Contracts System: Date: _____	MEETING DATE: Receive Date: _____ Receive Date: _____ Trigger dates set: YES <input type="checkbox"/> NO <input type="checkbox"/>
	CONTRACT #: _____ (i.e. 10001)	Document Reference: _____ (i.e. #####.C)

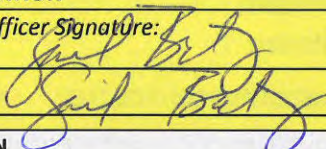
CONTRACT ROUTING FORM

Email Completed Form to Executive Assistant (pbarrett@tfhd.com) for Processing and Compliance Review

NEW CONTRACT <input type="checkbox"/>	AMEND SCOPE <input checked="" type="checkbox"/>	AMEND TERM <input type="checkbox"/>	AUTO RENEW <input type="checkbox"/>	BAA <input type="checkbox"/>	
ORIGINATING DEPARTMENT: Cardiac Rehabilitation		CONTACT PERSON: Chris Spencer PHONE: 530-582-3277			
RESPONSIBLE ADMINISTRATIVE COUNCIL (AC): CEO <input type="checkbox"/> CFO <input type="checkbox"/> COO <input checked="" type="checkbox"/> CNO <input type="checkbox"/> CIO <input type="checkbox"/> IVCH <input type="checkbox"/>					
REQUIRES BOARD GOVERNANCE COMMITTEE REVIEW? NO <input type="checkbox"/> YES <input checked="" type="checkbox"/>				MEETING DATE: 11/12/14	COMMITTEE RECOMMENDS:
TYPE OF CONTRACT:					
Physician Professional Service Agreement (P-PSA) <input type="checkbox"/>		Type: _____			
Physician Medical Director Agreement (MDA) <input checked="" type="checkbox"/>		Type: Cardiac Rehabilitation			
Vendor Professional Service Agreement (V-PSA) <input type="checkbox"/>		Type: _____			
Other _____ <input type="checkbox"/>		Type: _____			
❖ Business Associated Agreement Required?		YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>			
CONTRACTOR/VENDOR DETAILS: <i>If needed, additional instructions and information may be provided on Page 2</i>					
LEGAL NAME OF CONTRACTOR/ VENDOR: Timothy Lombard, M.D., dba Sierra Multi-Specialty Medical Group, Inc.					
Purpose of the Contract/Alternatives: Medical Directorship of cardiac rehabilitation program as required by CMS. Incorporate cardiac rehabilitation with current rehabilitation vendor (Truckee North Tahoe Rehabilitation) Eliminate cardiac rehabilitation as a service line.					
Scope of the Contract: Contract amended to include revised Scope of Responsibilities, attached as Exhibit A and new time log attached as Exhibit B. Medical oversight of program design, policy and procedure. Reviews sample of medical records to ensure metrics and treatment plan meet evidence based standard. Liaison with medical staff regarding cardiac rehab program design and quality monitoring. Participates in medical staff and community education regarding cardiovascular disease and benefit of cardiac rehabilitation. Remains current in evidence based practice standards for cardiac rehabilitation.					
DATES OF CONTRACT:		EFFECTIVE DATE: January 1, 2015		END DATE: December 31, 2015	
Version History:		Original Effective date: January 1, 2009 Renewal Dates: annually Amendment Dates: 1/1/2012			
PHYSICIAN CONTRACTS: FOR STARK LAW COMPLIANCE, THE TERMS OF THIS CONTRACT CANNOT CHANGE FOR 1 YEAR					
Compensation Structure: <i>Include "other comp" (i.e. education, phone stipend, etc.)</i> \$100/hr not to exceed 5 hours per month.					
Contract Term: <i>(anything other than Net 30 requires AC approval)</i>					
Total Cost of Contract:		\$6000			
Compensation Audit Process:		See Policies AGOV-10 and ABD-21			
Is Cost of Contract Budgeted?		YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>			
If NOT budgeted or exceeds budgeted amount, identify the offset:					
TFHS Primary Responsible Party:		Chris Spencer, Director Cardiac Rehabilitation			
TFHS Secondary Responsible Party:		Virginia Razo, COO			

ORIGINATING DEPARTMENT: Cardiac Rehabilitation	CONTACT PERSON: Chris Spencer Phone: 530-582-3277
--	---

LEGAL NAME OF CONTRACTOR/ VENDOR: Timothy Lombard, M.D., dba Sierra Multi-Specialty Medical Group, Inc.
--

REQUIRED COMPLIANCE INFORMATION	
Commercially Reasonable Verified Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/>	Compliance Officer Signature: 
Fair Market Value Verified Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/>	

CONTRACTOR INFORMATION	
Contractor Representative Name:	Timothy Lombard, MD
Mailing Address:	10978 Donner Pass Rd.
Telephone and Fax Number:	Phone: 530-587-1212 Fax:
Email Address of Contact:	tlombard@tfhd.com
Accounts Receivable Representative:	

REQUIRED FINANCIAL INFORMATION
W-9 and Certificates of Insurance Must Be Submitted with any Contract

ADDITIONAL INFORMATION

Contract amended to revise scope of responsibilities attached as Exhibit A, and to attach the new time log as Exhibit B.

Fair Market Value (FMV) & Commercial Reasonableness (CR): At the rate of \$100/hour this contract is below the median FMV benchmark range for services to be performed by this Cardiologist. The contract meets CR based on information from the Director that the number of hours (max 5 per month) and duties to be performed are reasonable and necessary.

Reference:
 Policy ABD – 21 Physician and Professional Service Agreements
 Policy AGOV – 10 Contract Review Policy
 Policy AFIN – 03 Accounts Payable Policy

*W-9s are required for any contract on which we are making payments.
 Certificates of Insurance are required for any contract in which any service is being provided.*

THIS SECTION FOR CONTRACTS COORDINATOR USE ONLY:			
W-9 Received?	Yes: <input type="checkbox"/> No: <input type="checkbox"/>	Certificate of Insurance Received?	Yes: <input type="checkbox"/> No: <input type="checkbox"/>
New Vendor information Sent to Accounts Payable?	Yes: <input type="checkbox"/> No: <input type="checkbox"/>	Email a copy of Section D (page 2) of the completed Routing Form to A/P. This is required for A/P to process their payments.	

Contracts Review: _____ Date Initials CFO Review: _____ Date Initials	BOARD ACTION: _____ Out for TFHD Signature: _____ Date: _____ Out for Vendor Signature: _____ Date: _____ Uploaded to Contracts System: _____ Date: _____ CONTRACT #: _____ (i.e. 10001)	MEETING DATE: Receive Date: _____ Receive Date: _____ Trigger dates set: YES <input type="checkbox"/> NO <input type="checkbox"/> Document Reference: _____ (i.e. #####.C)
--	---	---

CONTRACT ROUTING FORM

Email Completed Form to Executive Assistant (pbarrett@tfhd.com) for Processing and Compliance Review

NEW CONTRACT <input checked="" type="checkbox"/>		AMEND SCOPE <input type="checkbox"/>	AMEND TERM <input type="checkbox"/>	AUTO RENEW <input type="checkbox"/>	BAA <input type="checkbox"/>
ORIGINATING DEPARTMENT: Medical Staff Services		CONTACT PERSON: Terri Schnieder PHONE: 582-6640			
RESPONSIBLE ADMINISTRATIVE COUNCIL (AC):		CEO <input checked="" type="checkbox"/>	CFO <input type="checkbox"/>	COO <input type="checkbox"/>	CNO <input type="checkbox"/>
		CIO <input type="checkbox"/>	IVCH <input type="checkbox"/>		
REQUIRES BOARD GOVERNANCE COMMITTEE REVIEW?		NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	MEETING DATE: 11/12/14	COMMITTEE RECOMMENDS:
TYPE OF CONTRACT:					
Physician Professional Service Agreement (P-PSA)		<input checked="" type="checkbox"/>	Type: ED On Call for Pediatrics		
Physician Medical Director Agreement (MDA)		<input type="checkbox"/>	Type: _____		
Vendor Professional Service Agreement (V-PSA)		<input type="checkbox"/>	Type: _____		
Other _____		<input type="checkbox"/>	Type: _____		
❖ Business Associated Agreement Required?		YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>		
CONTRACTOR/VENDOR DETAILS: <i>If needed, additional instructions and information may be provided on Page 2</i>					
LEGAL NAME OF CONTRACTOR/ VENDOR: Christopher Arth, M.D., Oleg Vayner, M.D., Deborah Brown, M.D., and Else Uglum, M.D.					
Purpose of the Contract/Alternatives: To provide Emergency Department Pediatric On Call services for patients presenting to or admitted through the Emergency Department. Alternative is to not provide these services and transfer all pediatrics out of the area.					
Scope of the Contract: Provide on call coverage of Specialty Services to the Emergency Department and make/himself/herself available for such specific coverage shifts designated in advance on the ED monthly specialty on call calendar. Be continuously reachable by telephone and available for on -call services during each 24-hour period in which he/she is designated to provide Specialty Services coverage to the Emergency Department.					
DATES OF CONTRACT:		EFFECTIVE DATE: 1/1/2015	END DATE: 12/31/2017		
Version History:		Original Effective date: 1/1/2011 Renewal Dates: Amendment Dates: 6/2011; 11/2011			
PHYSICIAN CONTRACTS: FOR STARK LAW COMPLIANCE, THE TERMS OF THIS CONTRACT CANNOT CHANGE FOR 1 YEAR					
Compensation Structure: <i>Include "other comp" (i.e. education, phone stipend, etc.)</i> \$250 per each 24-hour call period Amended effective 1/1/2014 to reflect FMV per HAI evaluation Holiday Pay: Their current stipend plus one half of that value or \$375 per 24 hours					
Contract Term: <i>(anything other than Net 30 requires AC approval)</i>					
Total Cost of Contract:					
Compensation Audit Process:		See Policies AGOV-10 and ABD-21			
Is Cost of Contract Budgeted?		YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>		
If NOT budgeted or exceeds budgeted amount, identify the offset:					
TFHS Primary Responsible Party:					
TFHS Secondary Responsible Party:					

ORIGINATING DEPARTMENT: Medical Staff Services	CONTACT PERSON: Terri Schnieder Phone: 582-6640
--	---

LEGAL NAME OF CONTRACTOR/ VENDOR: Christopher Arth, M.D., Oleg Vayner, M.D., Deborah Brown, M.D., and Else Uglum, M.D.

REQUIRED COMPLIANCE INFORMATION		<i>Ed on call for Pediatrics</i> Compliance Officer Signature: <i>Terri Schnieder</i>
Commercially Reasonable Verified	Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/>	
Fair Market Value Verified	Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/>	

CONTRACTOR INFORMATION	
Contractor Representative Name:	See Contractors outlined above
Mailing Address:	10956 Donner Pass Road #130, Truckee, CA 96161
Telephone and Fax Number:	Phone: 530-582-587-3523 Fax: 530-582-6192
Email Address of Contact:	
Accounts Receivable Representative:	

REQUIRED FINANCIAL INFORMATION
W-9 and Certificates of Insurance Must Be Submitted with any Contract

ADDITIONAL INFORMATION

Contract revised to compile previously approved amendments and extend the term to three (3) years.

Fair Market Value (FMV) & Commercial Reasonableness (CR): At the rate of \$250 per 24 hour shift this contract is within FMV for Pediatric On-Call services as determined by the independent FMV consultants retained to provide that opinion.
The contract meets CR because state and federal law (i.e., EMTALA) mandate that the hospital ensure 24/7 availability of emergency on-call services irrespective of the patient's ability to pay and this contract helps ensure the hospital's regulatory compliance with that requirement.

Reference:
 Policy ABD – 21 Physician and Professional Service Agreements
 Policy AGOV – 10 Contract Review Policy
 Policy AFIN – 03 Accounts Payable Policy

*W-9s are required for any contract on which we are making payments.
 Certificates of Insurance are required for any contract in which any service is being provided.*

THIS SECTION FOR CONTRACTS COORDINATOR USE ONLY:			
W-9 Received?	Yes: <input type="checkbox"/> No: <input type="checkbox"/>	Certificate of Insurance Received?	Yes: <input type="checkbox"/> No: <input type="checkbox"/>
New Vendor information Sent to Accounts Payable?	Yes: <input type="checkbox"/> No: <input type="checkbox"/>	Email a copy of Section D (page 2) of the completed Routing Form to A/P. This is required for A/P to process their payments.	

Contracts Review:	
Date	Initials
_____	_____
CFO Review:	
Date	Initials
_____	_____

BOARD ACTION:	MEETING DATE:
Out for TFHD Signature: _____ Date: _____	Receive Date: _____
Out for Vendor Signature: _____ Date: _____	Receive Date: _____
Uploaded to Contracts System: _____ Date: _____	Trigger dates set: YES <input type="checkbox"/> NO <input type="checkbox"/>
CONTRACT #: _____ (i.e. 10001)	Document Reference: _____ (i.e. #####.C)

CONTRACT ROUTING FORM

Email Completed Form to Executive Assistant (pbarrett@tfhd.com) for Processing and Compliance Review

NEW CONTRACT <input checked="" type="checkbox"/> AMENDMENT <input type="checkbox"/> RENEWAL <input type="checkbox"/> EXTENSION <input type="checkbox"/> BAA <input type="checkbox"/>	
ORIGINATING DEPARTMENT: Medical Staff Services	CONTACT PERSON: Terri Schnieder, Director PHONE: 582-6640
RESPONSIBLE ADMINISTRATIVE COUNCIL (AC): CEO <input checked="" type="checkbox"/> CFO <input type="checkbox"/> COO <input type="checkbox"/> CNO <input type="checkbox"/> CIO <input type="checkbox"/> IVCH <input type="checkbox"/>	
REQUIRES BOARD GOVERNANCE COMMITTEE REVIEW? NO <input type="checkbox"/> YES <input checked="" type="checkbox"/> MEETING DATE: 11/12/14	COMMITTEE RECOMMENDS: Pending
TYPE OF CONTRACT:	
Physician Professional Service Agreement (P-PSA) <input type="checkbox"/> Type: _____ Physician Medical Director Agreement (MDA) <input type="checkbox"/> Type: _____ Vendor Professional Service Agreement (V-PSA) <input type="checkbox"/> Type: _____ Other <u>Medical Advisor</u> <input checked="" type="checkbox"/> Type: <u>Physician Health and Advocacy Medical Advisor</u>	
❖ Business Associated Agreement Required? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	
CONTRACTOR/VENDOR DETAILS: <i>If needed, additional instructions and information may be provided on Page 2</i>	
LEGAL NAME OF CONTRACTOR/ VENDOR: Robert Chase, M.D.; Edward Heneveld, M.D.;Reini Jensen, M.D.; Thomas Specht, M.D.	
Purpose of the Contract/Alternatives: New contracts being initiated to removed unnecessary language related to BAAs and update Time Log (Exhibit B) to reflect new form now being used by physicians. Physician shall serve as a member and Medical Advisor to the Physician Health and Advocacy/Well Being Committee. Duties outlined on Exhibit A.This Committee is required per State of California Title 22	
Scope of the Contract: The dedicated members of the Physician Health and Advocacy Committee realize that physicians, may be dealing with personal, emotional or health challenges. This program is created to offer confidential support and resources to those in need. The primary purpose of the Committee is to provide general oversight and to act as the physician advocate at times in need. This innovative, proactive approach to creating a hospital culture that focuses on maintaining a healthy, well supported medical staff will enhance patient care and safety; improve physician retention, recruitment and collaboration; and increase medical staff engagement in supporting the hospital district.	
DATES OF CONTRACT:	EFFECTIVE DATE: 12/1/2014 END DATE: 11/30/2015
Version History:	Original Effective date: 12/1/2011 Renewal Dates: 12/1/2014 Amendment Dates:
PHYSICIAN CONTRACTS: FOR STARK LAW COMPLIANCE, THE TERMS OF THIS CONTRACT CANNOT CHANGE FOR 1 YEAR	
Compensation Structure: <i>Include "other comp" (i.e. education, phone stipend, etc.)</i> Physician shall be paid \$100.00 per hour not to exceed 60 hours per year. Other comp includes reasonable out of pocket expenses for education related to the performance of the duties as approved by CEO.	
Contract Term: <i>(anything other than Net 30 requires AC approval)</i> n=30 days	
Total Cost of Contract:	Maximum of \$6,000 per year
Compensation Audit Process:	See Policies AGOV-10 and ABD-21
Is Cost of Contract Budgeted?	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
If NOT budgeted or exceeds budgeted amount, identify the offset:	
TFHS Primary Responsible Party:	Robert Schapper, CEO
TFHS Secondary Responsible Party:	Terri Schnieder, Director of Medical Staff Services

ORIGINATING DEPARTMENT: Medical Staff Services	CONTACT PERSON: Terri Schnieder, Director Phone: 582-6640
---	--

LEGAL NAME OF CONTRACTOR/ VENDOR: Robert Chase, M.D.; Edward Heneveld, M.D.;Reini Jensen, M.D.; Thomas Specht, M.D.

REQUIRED COMPLIANCE INFORMATION	
Commercially Reasonable Verified Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/>	Compliance Officer Signature: <u>Medvet Advisor</u> <u>Gail Betty</u>
Fair Market Value Verified Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/>	<u>Gail Betty</u>

CONTRACTOR INFORMATION	
Contractor Representative Name:	
Mailing Address:	
Telephone and Fax Number:	Phone: Fax:
Email Address of Contact:	
Accounts Receivable Representative:	

REQUIRED FINANCIAL INFORMATION
W-9 and Certificates of Insurance Must Be Submitted with any Contract

ADDITIONAL INFORMATION

Exhibit B revised Time Log
Annual cost of contract less than \$25,000 per year

Fair Market Value (FMV) & Commercial Reasonableness (CR): At the rate of \$100/hour this contract is below the median FMV benchmark range for services to be performed by this physician. The contract meets CR based on information from the Director that the number of hours (max 60 hours per year) and duties to be performed are reasonable and necessary.

Reference:
 Policy ABD – 21 Physician and Professional Service Agreements
 Policy AGOV – 10 Contract Review Policy
 Policy AFIN – 03 Accounts Payable Policy

*W-9s are required for any contract on which we are making payments.
 Certificates of Insurance are required for any contract in which any service is being provided.*

THIS SECTION FOR CONTRACTS COORDINATOR USE ONLY:

W-9 Received? Yes: <input type="checkbox"/> No: <input type="checkbox"/>	Certificate of Insurance Received? Yes: <input type="checkbox"/> No: <input type="checkbox"/>
New Vendor information Sent to Accounts Payable? Yes: <input type="checkbox"/> No: <input type="checkbox"/>	Email a copy of Section D (page 2) of the completed Routing Form to A/P. This is required for A/P to process their payments.

Contracts Review:	
_____	_____
Date	Initials
CFO Review:	
_____	_____
Date	Initials

BOARD ACTION: _____	MEETING DATE: _____
Out for TFHD Signature: _____	Date: _____
Out for Vendor Signature: _____	Date: _____
Uploaded to Contracts System: _____	Date: _____
CONTRACT #: _____	Document Reference: _____
(i.e. 10001)	(i.e. #####.C)
	Trigger dates set: YES <input type="checkbox"/> NO <input type="checkbox"/>

CONTRACT ROUTING FORM

Email Completed Form to Executive Assistant (pbarrett@tfhd.com) for Processing and Compliance Review

NEW CONTRACT <input checked="" type="checkbox"/>		AMEND SCOPE <input type="checkbox"/>		AMEND TERM <input type="checkbox"/>		AUTO RENEW <input type="checkbox"/>		BAA <input type="checkbox"/>	
ORIGINATING DEPARTMENT: Home Health Services				CONTACT PERSON: Karen Gancitano PHONE: 530-582-6316					
RESPONSIBLE ADMINISTRATIVE COUNCIL (AC): CEO <input type="checkbox"/> CFO <input type="checkbox"/> COO <input type="checkbox"/> CNO <input checked="" type="checkbox"/> CIO <input type="checkbox"/> IVCH <input type="checkbox"/>									
REQUIRES BOARD GOVERNANCE COMMITTEE REVIEW? NO <input type="checkbox"/> YES <input checked="" type="checkbox"/>								MEETING DATE: 11/12/14	
COMMITTEE RECOMMENDS:									
TYPE OF CONTRACT:									
Physician Professional Service Agreement (P-PSA) <input type="checkbox"/>				Type: _____					
Physician Medical Director Agreement (MDA) <input checked="" type="checkbox"/>				Type: Tahoe Forest Home Health Services Medical Director					
Vendor Professional Service Agreement (V-PSA) <input type="checkbox"/>				Type: _____					
Other _____ <input type="checkbox"/>				Type: _____					
❖ Business Associated Agreement Required? YES <input type="checkbox"/> NO <input type="checkbox"/>									
CONTRACTOR/VENDOR DETAILS: <i>If needed, additional instructions and information may be provided on Page 2</i>									
LEGAL NAME OF CONTRACTOR/ VENDOR: Gina Barta, MD									
Purpose of the Contract/Alternatives: This contract has been in hold-over pending FMV review and requires a new contract. Director will monitor the quality and appropriateness of care provided to patients. Specific duties outlined in Exhibit A of the contract.									
Scope of the Contract: Tahoe Forest District currently operates a state licensed, Medicare certified home health agency called Tahoe Forest Home Health Services Director will monitor the quality and appropriateness of care provided to patients.									
DATES OF CONTRACT:				EFFECTIVE DATE: December 1, 2014		END DATE: November 30, 2015			
Version History:				Original Effective date: June 30, 2004 Renewal Dates: Amendment Dates: 7/1/09; 7/1/10; 7/1/11; 7/1/12; 7/1/13					
PHYSICIAN CONTRACTS: FOR STARK LAW COMPLIANCE, THE TERMS OF THIS CONTRACT CANNOT CHANGE FOR 1 YEAR									
Compensation Structure: <i>Include "other comp" (i.e. education, phone stipend, etc.)</i> District shall pay Director the sum of one hundred dollars per hour (\$100.00) not to exceed two hundred dollars (\$200.00) per month									
Contract Term: <i>(anything other than Net 30 requires AC approval)</i> net=30									
Total Cost of Contract:				\$2400					
Compensation Audit Process:				See Policies AGOV-10 and ABD-21					
Is Cost of Contract Budgeted?				YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>					
If NOT budgeted or exceeds budgeted amount, identify the offset:									
TFHS Primary Responsible Party:				Karen Gancitano					
TFHS Secondary Responsible Party:				Linda Freitas					

ORIGINATING DEPARTMENT: Home Health Services	CONTACT PERSON: <u>Karen Gancitano</u> Phone: <u>530-582-6316</u>
---	--

LEGAL NAME OF CONTRACTOR/ VENDOR: <u>Gina Barta, MD</u>

REQUIRED COMPLIANCE INFORMATION	
Commercially Reasonable Verified Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/>	Compliance Officer Signature: <u>[Signature]</u>
Fair Market Value Verified Yes: <input type="checkbox"/> No: <input type="checkbox"/>	<u>[Signature]</u>

CONTRACTOR INFORMATION	
Contractor Representative Name:	<u>Gina Barta MD, (TTMG - Tahoe Truckee Medical Group)</u>
Mailing Address:	<u>10115 West River Street, Truckee, CA 96161/Alternate Address 10649 Jeffrey Pine Rd, Truckee, CA</u>
Telephone and Fax Number:	Phone: <u>530-583-5378</u> Fax: <u>530-583-1826</u>
Email Address of Contact:	<u>ginabarta@me.com</u>
Accounts Receivable Representative:	

REQUIRED FINANCIAL INFORMATION	
W-9 and Certificates of Insurance Must Be Submitted with any Contract	

ADDITIONAL INFORMATION	
<p>Fair Market Value (FMV) & Commercial Reasonableness (CR): At the rate of \$100/hour this contract is below the median FMV benchmark range for services to be performed by this physician. The contract meets CR based on information from the Director that the number of hours (max 2 hours per month) and duties to be performed are reasonable and necessary</p>	

Reference:
 Policy ABD – 21 Physician and Professional Service Agreements
 Policy AGOV – 10 Contract Review Policy
 Policy AFIN – 03 Accounts Payable Policy

*W-9s are required for any contract on which we are making payments.
 Certificates of Insurance are required for any contract in which any service is being provided.*

THIS SECTION FOR CONTRACTS COORDINATOR USE ONLY:			
W-9 Received?	Yes: <input type="checkbox"/> No: <input type="checkbox"/>	Certificate of Insurance Received?	Yes: <input type="checkbox"/> No: <input type="checkbox"/>
New Vendor information Sent to Accounts Payable?	Yes: <input type="checkbox"/> No: <input type="checkbox"/>	Email a copy of Section D (page 2) of the completed Routing Form to A/P. This is required for A/P to process their payments.	

Contracts Review:	
_____	_____
Date	Initials
CFO Review:	
_____	_____
Date	Initials

BOARD ACTION: _____		
Out for TFHD Signature:	Date: _____	MEETING DATE:
Out for Vendor Signature:	Date: _____	Receive Date: _____
Uploaded to Contracts System:	Date: _____	Receive Date: _____
		Trigger dates set: YES <input type="checkbox"/> NO <input type="checkbox"/>
CONTRACT #: _____	Document Reference: _____	
(i.e. 10001)	(i.e. #####.C)	

CONTRACT ROUTING FORM

Email Completed Form to Executive Assistant (pbarrett@tfhd.com) for Processing and Compliance Review

NEW CONTRACT <input checked="" type="checkbox"/>		AMENDMENT <input type="checkbox"/>	RENEWAL <input type="checkbox"/>	EXTENSION <input type="checkbox"/>	BAA <input type="checkbox"/>
ORIGINATING DEPARTMENT: Administration		CONTACT PERSON: Virginia A. Razo, COO PHONE: 530-582-3433			
RESPONSIBLE ADMINISTRATIVE COUNCIL (AC):		CEO <input type="checkbox"/>	CFO <input type="checkbox"/>	COO <input checked="" type="checkbox"/>	CNO <input type="checkbox"/>
		CIO <input type="checkbox"/>	IVCH <input type="checkbox"/>		
REQUIRES BOARD GOVERNANCE COMMITTEE REVIEW?		NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	MEETING DATE: 11/12/14	
		COMMITTEE RECOMMENDS:		Pending	
TYPE OF CONTRACT:					
Physician Professional Service Agreement (P-PSA)	<input checked="" type="checkbox"/>	Type:	EKG Services		
Physician Medical Director Agreement (MDA)	<input type="checkbox"/>	Type:			
Vendor Professional Service Agreement (V-PSA)	<input type="checkbox"/>	Type:			
Other _____	<input type="checkbox"/>	Type:			
❖ Business Associated Agreement Required?		YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>		
CONTRACTOR/VENDOR DETAILS: <i>If needed, additional instructions and information may be provided on Page 2</i>					
LEGAL NAME OF CONTRACTOR/ VENDOR: Lisanne Burkholder, MD					
Purpose of the Contract/Alternatives: Physician agrees to participate in a panel of physicians who provide the review and interpretation of electrocardiograms ("EKG Services") for the Hospital patients.					
Scope of the Contract: Per agreed upon shifts, and upon request for consultation by a referring physician, EKG interpretation will be provided under Agreement by Dr. Burkholder, MD.					
DATES OF CONTRACT:		EFFECTIVE DATE: 1/31/2015	END DATE: 1/30/2018		
Version History:		Original Effective date: 1/31/2012 Renewal Dates: Amendment Dates:			
PHYSICIAN CONTRACTS: FOR STARK LAW COMPLIANCE, THE TERMS OF THIS CONTRACT CANNOT CHANGE FOR 1 YEAR					
Compensation Structure: <i>Include "other comp" (i.e. education, phone stipend, etc.)</i> Forty (\$40.) dollars for each EKG interpretation.					
Contract Term: <i>(anything other than Net 30 requires AC approval)</i>					
Total Cost of Contract:		Dependent on the number of EKG interpretations performed			
Compensation Audit Process:		See Policies AGOV-10 and ABD-21			
Is Cost of Contract Budgeted?		YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>		
If NOT budgeted or exceeds budgeted amount, identify the offset:					
TFHS Primary Responsible Party:		Virginia A. Razo, COO			
TFHS Secondary Responsible Party:		Terri Schnieder, Director of Medical Staff Services			

ORIGINATING DEPARTMENT: Administration	CONTACT PERSON: Virginia A. Razo, COO Phone: 530-582-3433
--	---

LEGAL NAME OF CONTRACTOR/ VENDOR: Lisanne Burkholder, MD

REQUIRED COMPLIANCE INFORMATION	
Commercially Reasonable Verified Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/>	<i>Compliance Officer Signature:</i> 
Fair Market Value Verified Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/>	

CONTRACTOR INFORMATION	
Contractor Representative Name:	Lisanne Burkholder, MD
Mailing Address:	14329 Hansel Ave, Truckee, CA 96161
Telephone and Fax Number:	Phone: 530-563-8737 Fax: NA
Email Address of Contact:	
Accounts Receivable Representative:	

REQUIRED FINANCIAL INFORMATION
W-9 and Certificates of Insurance Must Be Submitted with any Contract

ADDITIONAL INFORMATION
Original term of Agreement dated 1/31/2012 is for 3 years, set to expire on 1/30/15. Management requesting a renewal of additional 3 years.
Fair Market Value (FMV) & Commercial Reasonableness (CR): At the rate of \$40 per EKG to interpret the EKG's of patient of other physicians, this contract is below the median FMV benchmark range for services to be performed by this physician. CR is satisfied because the service provides a benefit to the Hospital's patients and there is no readily available alternative that would be more beneficial to the Hospital or the patients.

Reference:
 Policy ABD – 21 Physician and Professional Service Agreements
 Policy AGOV – 10 Contract Review Policy
 Policy AFIN – 03 Accounts Payable Policy

*W-9s are required for any contract on which we are making payments.
 Certificates of Insurance are required for any contract in which any service is being provided.*

THIS SECTION FOR CONTRACTS COORDINATOR USE ONLY:	
W-9 Received? Yes: <input type="checkbox"/> No: <input type="checkbox"/>	Certificate of Insurance Received? Yes: <input type="checkbox"/> No: <input type="checkbox"/>
New Vendor information Sent to Accounts Payable? Yes: <input type="checkbox"/> No: <input type="checkbox"/>	Email a copy of Section D (page 2) of the completed Routing Form to A/P. This is required for A/P to process their payments.

Contracts Review:	Date _____	Initials _____
CFO Review:	Date _____	Initials _____

BOARD ACTION:	MEETING DATE:
Out for TFHD Signature: _____ Date: _____	Receive Date: _____
Out for Vendor Signature: _____ Date: _____	Receive Date: _____
Uploaded to Contracts System: _____ Date: _____	Trigger dates set: YES <input type="checkbox"/> NO <input type="checkbox"/>
CONTRACT #: _____ (i.e. 10001)	Document Reference: _____ (i.e. #####.C)

CONTRACT ROUTING FORM

Email Completed Form to Executive Assistant (pbarrett@tfhd.com) for Processing and Compliance Review

NEW CONTRACT <input checked="" type="checkbox"/> AMENDMENT <input type="checkbox"/> RENEWAL <input type="checkbox"/> EXTENSION <input type="checkbox"/> BAA <input type="checkbox"/>	
ORIGINATING DEPARTMENT: Administration	CONTACT PERSON: Virginia Razo, COO PHONE: 530-582-3433
RESPONSIBLE ADMINISTRATIVE COUNCIL (AC): CEO <input type="checkbox"/> CFO <input type="checkbox"/> COO <input checked="" type="checkbox"/> CNO <input type="checkbox"/> CIO <input type="checkbox"/> IVCH <input type="checkbox"/>	
REQUIRES BOARD GOVERNANCE COMMITTEE REVIEW? NO <input type="checkbox"/> YES <input checked="" type="checkbox"/> MEETING DATE: 11/12/14	COMMITTEE RECOMMENDS: Pending
TYPE OF CONTRACT:	
Physician Professional Service Agreement (P-PSA) <input type="checkbox"/> Type: _____ Physician Medical Director Agreement (MDA) <input checked="" type="checkbox"/> Type: <u>Rehabilitation Services</u> Vendor Professional Service Agreement (V-PSA) <input type="checkbox"/> Type: _____ Other _____ <input type="checkbox"/> Type: _____	
❖ Business Associated Agreement Required? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	
CONTRACTOR/VENDOR DETAILS: <i>If needed, additional instructions and information may be provided on Page 2</i>	
LEGAL NAME OF CONTRACTOR/ VENDOR: Jeffrey Dodd, MD	
Purpose of the Contract/Alternatives: Assist District with planning, organizing and implementing Rehabilitation services	
Scope of the Contract: Provide ongoing medical direction for rehabilitation services Advise and direct inpatient and outpatient rehabilitation for quality assurance program, clinical protocols Assist with business development Assist with development of classes and education for patients Participate with community outreach related to rehabilitation services	
DATES OF CONTRACT:	EFFECTIVE DATE: 12/1/2014 END DATE: 11/30/2017
Version History:	Original Effective date: 7/1/2004 Renewal Dates: Amendment Dates: 7/1/05, 7/1/06, 7/1/07, 7/1/08, 7/1/09, 7/1/10, 7/1/11, 7/1/12, 7/1/13
PHYSICIAN CONTRACTS: FOR STARK LAW COMPLIANCE, THE TERMS OF THIS CONTRACT CANNOT CHANGE FOR 1 YEAR	
Compensation Structure: <i>Include "other comp" (i.e. education, phone stipend, etc.)</i> \$100/hour not to exceed \$500 per month.	
Contract Term: <i>(anything other than Net 30 requires AC approval)</i>	
Total Cost of Contract:	\$6,000
Compensation Audit Process:	See Policies AGOV-10 and ABD-21
Is Cost of Contract Budgeted?	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
If NOT budgeted or exceeds budgeted amount, identify the offset:	
TFHS Primary Responsible Party:	Virginia Razo, COO
TFHS Secondary Responsible Party:	Terri Schnieder, Director Med Staff Services

ORIGINATING DEPARTMENT: Administration	CONTACT PERSON: Virginia Razo, COO Phone: 530-582-3433
---	---

LEGAL NAME OF CONTRACTOR/ VENDOR: Jeffrey Dodd, MD
--

REQUIRED COMPLIANCE INFORMATION	
Commercially Reasonable Verified Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/>	Compliance Officer Signature: <i>Paul [Signature]</i>
Fair Market Value Verified Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/>	

CONTRACTOR INFORMATION	
Contractor Representative Name:	Jeffrey Dodd, MD
Mailing Address:	10051 Lake Avenue, Truckee, CA 96161
Telephone and Fax Number:	Phone: _____ Fax: _____
Email Address of Contact:	_____
Accounts Receivable Representative:	_____

REQUIRED FINANCIAL INFORMATION
W-9 and Certificates of Insurance Must Be Submitted with any Contract

ADDITIONAL INFORMATION

Contract amendment dated 7/1/2013 has been in a holdover status, requiring a new contract.

Amend Term section:
- Request term amendment from 1 year term to a 3 year term.

Fair Market Value (FMV) & Commercial Reasonableness (CR): At the rate of \$100/hour this contract is below the median FMV benchmark range for services to be performed by this Orthopedist. The contract meets CR based on information from the Director that the number of hours (max 5 hours per month) and duties to be performed are reasonable and necessary.

Reference:
 Policy ABD – 21 Physician and Professional Service Agreements
 Policy AGOV – 10 Contract Review Policy
 Policy AFIN – 03 Accounts Payable Policy

*W-9s are required for any contract on which we are making payments.
 Certificates of Insurance are required for any contract in which any service is being provided.*

THIS SECTION FOR CONTRACTS COORDINATOR USE ONLY:

W-9 Received? Yes: <input type="checkbox"/> No: <input type="checkbox"/>	Certificate of Insurance Received? Yes: <input type="checkbox"/> No: <input type="checkbox"/>
New Vendor information Sent to Accounts Payable? Yes: <input type="checkbox"/> No: <input type="checkbox"/>	Email a copy of Section D (page 2) of the completed Routing Form to A/P. This is required for A/P to process their payments.

Contracts Review: _____ Date Initials CFO Review: _____ Date Initials	BOARD ACTION: _____ Out for TFHD Signature: _____ Date: _____ Out for Vendor Signature: _____ Date: _____ Uploaded to Contracts System: _____ Date: _____ CONTRACT #: _____ (i.e. 10001)	MEETING DATE: Receive Date: _____ Receive Date: _____ Trigger dates set: YES <input type="checkbox"/> NO <input type="checkbox"/> Document Reference: _____ (i.e. #####.C)
--	---	---

CONTRACT ROUTING FORM

Email Completed Form to Executive Assistant (pbarrett@tfhd.com) for Processing and Compliance Review

NEW CONTRACT <input checked="" type="checkbox"/> AMENDMENT <input type="checkbox"/> RENEWAL <input type="checkbox"/> EXTENSION <input type="checkbox"/> BAA <input type="checkbox"/>		
ORIGINATING DEPARTMENT: Administration	CONTACT PERSON: Virginia Razo, COO PHONE: 530-582-3433	
RESPONSIBLE ADMINISTRATIVE COUNCIL (AC): CEO <input type="checkbox"/> CFO <input type="checkbox"/> COO <input checked="" type="checkbox"/> CNO <input type="checkbox"/> CIO <input type="checkbox"/> IVCH <input type="checkbox"/>	REQUIRES BOARD GOVERNANCE COMMITTEE REVIEW? NO <input type="checkbox"/> YES <input checked="" type="checkbox"/> MEETING DATE: 11/12/14 COMMITTEE RECOMMENDS: Pending	
TYPE OF CONTRACT:		
Physician Professional Service Agreement (P-PSA) <input type="checkbox"/>	Type:	
Physician Medical Director Agreement (MDA) <input checked="" type="checkbox"/>	Type:	Medical Director of Oncology
Vendor Professional Service Agreement (V-PSA) <input type="checkbox"/>	Type:	
Other _____ <input type="checkbox"/>	Type:	
❖ Business Associated Agreement Required? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		
CONTRACTOR/VENDOR DETAILS: <i>If needed, additional instructions and information may be provided on Page 2</i>		
LEGAL NAME OF CONTRACTOR/ VENDOR: Laurence J. Heifetz, MD		
Purpose of the Contract/Alternatives: Medical Director oversight for District's oncology services Contract edited to increase term to 3 years.		
Scope of the Contract: Oncology Program oversight Program integration Medical administration Clinical research oversight Education oversight Quality program oversight Strategic and business planning for oncology services		
DATES OF CONTRACT:	EFFECTIVE DATE: 1/1/2015	END DATE: 12/31/2017
Version History:	Original Effective date: 12/31/2005 Renewal Dates: Amendment Dates: July 1, 2013	
PHYSICIAN CONTRACTS: FOR STARK LAW COMPLIANCE, THE TERMS OF THIS CONTRACT CANNOT CHANGE FOR 1 YEAR		
Compensation Structure: <i>Include "other comp" (i.e. education, phone stipend, etc.)</i> \$120,000 per year paid in twelve (12) equal installments		
Contract Term: <i>(anything other than Net 30 requires AC approval)</i>		
Total Cost of Contract:	\$120,000/ year	
Compensation Audit Process:	See Policies AGOV-10 and ABD-21	
Is Cost of Contract Budgeted?	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	
If NOT budgeted or exceeds budgeted amount, identify the offset:		
TFHS Primary Responsible Party:	Virginia A. Razo, COO	
TFHS Secondary Responsible Party:	Tim Garcia-Jay, Executive Director of Clinics	

ORIGINATING DEPARTMENT: Administration	CONTACT PERSON: Virginia Razo, COO Phone: 530-582-3433
--	--

LEGAL NAME OF CONTRACTOR/ VENDOR: Laurence J. Heifetz, MD
--

REQUIRED COMPLIANCE INFORMATION	
Commercially Reasonable Verified Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/>	<i>Compliance Officer Signature:</i> 
Fair Market Value Verified Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/>	

CONTRACTOR INFORMATION	
Contractor Representative Name:	Laurence J. Heifetz, MD
Mailing Address:	11982 Stallion Way, Truckee, CA 96161
Telephone and Fax Number:	Phone: 530-582-6455 Fax:
Email Address of Contact:	lheifetz@tfhd.com
Accounts Receivable Representative:	

REQUIRED FINANCIAL INFORMATION	
W-9 and Certificates of Insurance Must Be Submitted with any Contract	

ADDITIONAL INFORMATION	
<p>Recommend term of three (3) years at same rate.</p> <p>Fair Market Value (FMV) & Commercial Reasonableness (CR): At the rate of \$120,000 per year this contract is below the median FMV benchmark range for services to be performed by this Oncologist. The contract meets CR based on information from the Executive Director that the number of hours (total of 20 - 23 hours per week) and duties to be performed are reasonable and necessary.</p>	

Reference:
 Policy ABD – 21 Physician and Professional Service Agreements
 Policy AGOV – 10 Contract Review Policy
 Policy AFIN – 03 Accounts Payable Policy

*W-9s are required for any contract on which we are making payments.
 Certificates of Insurance are required for any contract in which any service is being provided.*

THIS SECTION FOR CONTRACTS COORDINATOR USE ONLY:			
W-9 Received?	Yes: <input type="checkbox"/> No: <input type="checkbox"/>	Certificate of Insurance Received?	Yes: <input type="checkbox"/> No: <input type="checkbox"/>
New Vendor information Sent to Accounts Payable?	Yes: <input type="checkbox"/> No: <input type="checkbox"/>	<i>Email a copy of Section D (page 2) of the completed Routing Form to A/P. This is required for A/P to process their payments.</i>	

Contracts Review:	_____
Date	Initials
CFO Review:	_____
Date	Initials

BOARD ACTION:	_____	MEETING DATE:	_____
Out for TFHD Signature:	Date: _____	Receive Date:	_____
Out for Vendor Signature:	Date: _____	Receive Date:	_____
Uploaded to Contracts System:	Date: _____	Trigger dates set:	YES <input type="checkbox"/> NO <input type="checkbox"/>
CONTRACT #:	_____	Document Reference:	_____
(i.e. 10001)		(i.e. #####.C)	

CONTRACT ROUTING FORM

Email Completed Form to Executive Assistant (pbarrett@tfhd.com) for Processing and Compliance Review

NEW CONTRACT <input checked="" type="checkbox"/>		AMEND SCOPE <input type="checkbox"/>	AMEND TERM <input type="checkbox"/>	AUTO RENEW <input type="checkbox"/>	BAA <input type="checkbox"/>
ORIGINATING DEPARTMENT: Medical Staff Services		CONTACT PERSON: Terri Schnieder PHONE: 582-6640			
RESPONSIBLE ADMINISTRATIVE COUNCIL (AC):		CEO <input checked="" type="checkbox"/>	CFO <input type="checkbox"/>	COO <input type="checkbox"/>	CNO <input type="checkbox"/>
		CIO <input type="checkbox"/>	IVCH <input type="checkbox"/>		
REQUIRES BOARD GOVERNANCE COMMITTEE REVIEW?		NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	MEETING DATE: 11/12/14	
				COMMITTEE RECOMMENDS:	
TYPE OF CONTRACT:					
Physician Professional Service Agreement (P-PSA)		<input checked="" type="checkbox"/>	Type: UC Davis Rural PRIME Preceptor		
Physician Medical Director Agreement (MDA)		<input type="checkbox"/>	Type: _____		
Vendor Professional Service Agreement (V-PSA)		<input type="checkbox"/>	Type: _____		
Other _____		<input type="checkbox"/>	Type: _____		
❖ Business Associated Agreement Required?		YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>		
CONTRACTOR/VENDOR DETAILS: <i>If needed, additional instructions and information may be provided on Page 2</i>					
LEGAL NAME OF CONTRACTOR/ VENDOR: David Kitts, M.D.					
Purpose of the Contract/Alternatives: To provide preceptors for the UC Davis Rural PRIME medical students in accordance with Affiliation Agreement with UC Davis. Dr. Kitts precepts in general surgery along with Drs. Cooper and Conyers. Alternative is to not provide general surgery rotations for UC Davis Rural PRIME program.					
Scope of the Contract: New contract with revised Time Log as Exhibit A and extended term to 3 years. Ensure that the clerkship teaching is conducted in a structured manner according to the teaching policies of UC Davis. Coordinate student activities. Observe students as they interact with patients, discuss findings and clinical management, review write ups and notes, direct students for more in-depth learning, and provide formative feedback. Make sure students are completing their logbook. Complete evaluations.					
DATES OF CONTRACT:		EFFECTIVE DATE: 1/1/2015	END DATE: 12/31/2017		
Version History:		Original Effective date: 1/1/2012 Renewal Dates: Amendment Dates:			
PHYSICIAN CONTRACTS: FOR STARK LAW COMPLIANCE, THE TERMS OF THIS CONTRACT CANNOT CHANGE FOR 1 YEAR					
Compensation Structure: <i>Include "other comp" (i.e. education, phone stipend, etc.)</i> \$75.00 per hour for maximum of 2 hours per day.					
Contract Term: <i>(anything other than Net 30 requires AC approval)</i> Net 30					
Total Cost of Contract:		Varies			
Compensation Audit Process:		See Policies AGOV-10 and ABD-21			
Is Cost of Contract Budgeted?		YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>			
If <u>NOT</u> budgeted or exceeds budgeted amount, identify the offset:					
TFHS Primary Responsible Party:		Robert Schapper, CEO			
TFHS Secondary Responsible Party:		Terri Schnieder, Director of Medical Staff Services			

ORIGINATING DEPARTMENT: Medical Staff Services	CONTACT PERSON: Terri Schnieder Phone: 582-6640
---	--

LEGAL NAME OF CONTRACTOR/ VENDOR: David Kitts, M.D.

REQUIRED COMPLIANCE INFORMATION	
Commercially Reasonable Verified Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/>	Compliance Officer Signature: 
Fair Market Value Verified Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/>	

CONTRACTOR INFORMATION	
Contractor Representative Name:	David Kitts, M.D.
Mailing Address:	10956 Donner Pass Road, #210
Telephone and Fax Number:	Phone: 550-8189 Fax: 550-8169
Email Address of Contact:	dkitts@tfhd.com
Accounts Receivable Representative:	

REQUIRED FINANCIAL INFORMATION	
W-9 and Certificates of Insurance Must Be Submitted with any Contract	

ADDITIONAL INFORMATION	
<p>Add Exhibit A Newly revised Time Log Annual cost of the contract is less than \$25,000 per year. Dr. Kitts has agreed to continue with current terms.</p> <p>Fair Market Value (FMV) & Commercial Reasonableness (CR): At the rate of \$75 per hour this contract is below the median FMV benchmark range for services to be performed by this general surgeon. The contract meets CR based on information from the Director that the number of hours (max 2 hours per day) and duties to be performed are reasonable and necessary.</p>	

Reference:
 Policy ABD – 21 Physician and Professional Service Agreements
 Policy AGOV – 10 Contract Review Policy
 Policy AFIN – 03 Accounts Payable Policy

*W-9s are required for any contract on which we are making payments.
 Certificates of Insurance are required for any contract in which any service is being provided.*

THIS SECTION FOR CONTRACTS COORDINATOR USE ONLY:			
W-9 Received?	Yes: <input type="checkbox"/> No: <input type="checkbox"/>	Certificate of Insurance Received?	Yes: <input type="checkbox"/> No: <input type="checkbox"/>
New Vendor information Sent to Accounts Payable?	Yes: <input type="checkbox"/> No: <input type="checkbox"/>	Email a copy of Section D (page 2) of the completed Routing Form to A/P. This is required for A/P to process their payments.	

Contracts Review:	
_____	_____
Date	Initials
CFO Review:	
_____	_____
Date	Initials

BOARD ACTION:	MEETING DATE:
Out for TFHD Signature: _____ Date: _____	Receive Date: _____
Out for Vendor Signature: _____ Date: _____	Receive Date: _____
Uploaded to Contracts System: _____ Date: _____	Trigger dates set: YES <input type="checkbox"/> NO <input type="checkbox"/>
CONTRACT #: _____ (i.e. 10001)	Document Reference: _____ (i.e. #####.C)

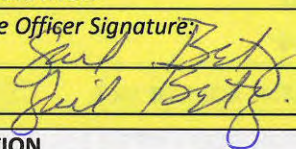
CONTRACT ROUTING FORM

Email Completed Form to Executive Assistant (pbarrett@tfhd.com) for Processing and Compliance Review

NEW CONTRACT <input checked="" type="checkbox"/>		AMEND SCOPE <input type="checkbox"/>	AMEND TERM <input type="checkbox"/>	AUTO RENEW <input type="checkbox"/>	BAA <input type="checkbox"/>
ORIGINATING DEPARTMENT: Medical Staff Services		CONTACT PERSON: Terri Schnieder PHONE: 582-6640			
RESPONSIBLE ADMINISTRATIVE COUNCIL (AC):		<input checked="" type="checkbox"/> CEO	<input type="checkbox"/> CFO	<input type="checkbox"/> COO	<input type="checkbox"/> CNO
		<input type="checkbox"/> CIO	<input type="checkbox"/> IVCH		
REQUIRES BOARD GOVERNANCE COMMITTEE REVIEW?		<input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES	MEETING DATE: November	
				COMMITTEE RECOMMENDS:	
TYPE OF CONTRACT:					
Physician Professional Service Agreement (P-PSA)		<input checked="" type="checkbox"/>	Type: UC Davis Rural PRIME Preceptor		
Physician Medical Director Agreement (MDA)		<input type="checkbox"/>	Type: _____		
Vendor Professional Service Agreement (V-PSA)		<input type="checkbox"/>	Type: _____		
Other _____		<input type="checkbox"/>	Type: _____		
❖ Business Associated Agreement Required?		<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO		
CONTRACTOR/VENDOR DETAILS: <i>If needed, additional instructions and information may be provided on Page 2</i>					
LEGAL NAME OF CONTRACTOR/ VENDOR: Johanna Koch, M.D.					
Purpose of the Contract/Alternatives: To provide preceptors for the UC Davis Rural PRIME medical students in accordance with Affiliation Agreement with UC Davis. Dr. Koch precepts in hospice and palliative care for family medicine students. Alternative is to not provide family medicine rotations for UC Davis Rural PRIME program and risk of jeopardizing the program.					
Scope of the Contract: New contract to include a revised Time Log as Exhibit A and extend term to 3 years. Ensure that the clerkship teaching is conducted in a structured manner according to the teaching policies of UC Davis. Coordinate student activities. Observe students as they interact with patients, discuss findings and clinical management, review write ups and notes, direct students for more in-depth learning, and provide formative feedback. Make sure students are completing their logbook. Complete evaluations.					
DATES OF CONTRACT:		EFFECTIVE DATE: 1/1/2015	END DATE: 12/31/2017		
Version History:		Original Effective date: 1/1/2013 Renewal Dates: Amendment Dates:			
PHYSICIAN CONTRACTS: FOR STARK LAW COMPLIANCE, THE TERMS OF THIS CONTRACT CANNOT CHANGE FOR 1 YEAR					
Compensation Structure: <i>Include "other comp" (i.e. education, phone stipend, etc.)</i> \$75.00 per hour for maximum of 2 hours per day.					
Contract Term: <i>(anything other than Net 30 requires AC approval)</i> Net 30					
Total Cost of Contract:		Varies			
Compensation Audit Process:		See Policies AGOV-10 and ABD-21			
Is Cost of Contract Budgeted?		YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>			
If NOT budgeted or exceeds budgeted amount, identify the offset:					
TFHS Primary Responsible Party:		Terri Schnieder, Director of Medical Staff Services			
TFHS Secondary Responsible Party:		Robert Schapper, CEO			

ORIGINATING DEPARTMENT: Medical Staff Services	CONTACT PERSON: Terri Schnieder Phone: 582-6640
---	--

LEGAL NAME OF CONTRACTOR/ VENDOR: Johanna Koch, M.D.
--

REQUIRED COMPLIANCE INFORMATION	
Commercially Reasonable Verified Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/>	Compliance Officer Signature: 
Fair Market Value Verified Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/>	

CONTRACTOR INFORMATION	
Contractor Representative Name:	Johanna Koch, M.D.
Mailing Address:	889 Alder Avenue
Telephone and Fax Number:	Phone: 775-832-5200 Fax: 775-832-5205
Email Address of Contact:	jkoch@tfhd.com
Accounts Receivable Representative:	

REQUIRED FINANCIAL INFORMATION
W-9 and Certificates of Insurance Must Be Submitted with any Contract

ADDITIONAL INFORMATION
<p>Add Exhibit A Newly revised Time Log Annual cost of the contract is less than \$25,000 per year. Dr. Koch has agreed to continue at with current terms. Contracted extended to 3 year term.</p> <p>Fair Market Value (FMV) & Commercial Reasonableness (CR): At the rate of \$75/hour this contract is below the median FMV benchmark range for services to be performed by this physician. The contract meets CR based on information from the Director that the number of hours (max 2 per day) and duties to be performed are reasonable and necessary.</p>

Reference:
 Policy ABD – 21 Physician and Professional Service Agreements
 Policy AGOV – 10 Contract Review Policy
 Policy AFIN – 03 Accounts Payable Policy

*W-9s are required for any contract on which we are making payments.
 Certificates of Insurance are required for any contract in which any service is being provided.*

THIS SECTION FOR CONTRACTS COORDINATOR USE ONLY:	
W-9 Received? Yes: <input type="checkbox"/> No: <input type="checkbox"/>	Certificate of Insurance Received? Yes: <input type="checkbox"/> No: <input type="checkbox"/>
New Vendor information Sent to Accounts Payable? Yes: <input type="checkbox"/> No: <input type="checkbox"/>	Email a copy of Section D (page 2) of the completed Routing Form to A/P. This is required for A/P to process their payments.

Contracts Review: _____ Date Initials	BOARD ACTION: _____ Out for TFHD Signature: _____ Date: _____ Out for Vendor Signature: _____ Date: _____ Uploaded to Contracts System: _____ Date: _____	MEETING DATE: Receive Date: _____ Receive Date: _____ Trigger dates set: YES <input type="checkbox"/> NO <input type="checkbox"/>
	CFO Review: _____ Date Initials	CONTRACT #: _____ (i.e. 10001)

CONTRACT ROUTING FORM

Email Completed Form to Executive Assistant (pbarrett@tfhd.com) for Processing and Compliance Review

NEW CONTRACT <input checked="" type="checkbox"/> AMENDMENT <input type="checkbox"/> RENEWAL <input type="checkbox"/> EXTENSION <input type="checkbox"/> BAA <input type="checkbox"/>	
ORIGINATING DEPARTMENT: Administration	CONTACT PERSON: Virginia Razo, Chief Operating Officer PHONE: 530-582-3433
RESPONSIBLE ADMINISTRATIVE COUNCIL (AC): CEO <input type="checkbox"/> CFO <input type="checkbox"/> COO <input checked="" type="checkbox"/> CNO <input type="checkbox"/> CIO <input type="checkbox"/> IVCH <input type="checkbox"/>	
REQUIRES BOARD GOVERNANCE COMMITTEE REVIEW? NO <input type="checkbox"/> YES <input checked="" type="checkbox"/> MEETING DATE: 11/12/14	COMMITTEE RECOMMENDS: Pending
TYPE OF CONTRACT:	
Physician Professional Service Agreement (P-PSA) <input type="checkbox"/> Type: _____ Physician Medical Director Agreement (MDA) <input checked="" type="checkbox"/> Type: Hospitalist Medical Director Agreement Vendor Professional Service Agreement (V-PSA) <input type="checkbox"/> Type: _____ Other _____ <input type="checkbox"/> Type: _____	
❖ Business Associated Agreement Required? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	
CONTRACTOR/VENDOR DETAILS: <i>If needed, additional instructions and information may be provided on Page 2</i>	
LEGAL NAME OF CONTRACTOR/ VENDOR: Heidi Standteiner, MD	
Purpose of the Contract/Alternatives: Physician shall provide Medical Director Administrative oversight for Hospitalist program.	
Scope of the Contract: - Physician shall: Provide oversight for all hospitalist services Work with staff to optimize patient care, patient experience, quality outcomes Work with medical staff to organize and conduct hospitalist medical staff meetings Establish hospitalist calendar with medical staff office and other hospitalist providers	
DATES OF CONTRACT:	EFFECTIVE DATE: 12/1/2014 END DATE: 11/30/2017
Version History:	Original Effective date: 7/1/2013 Renewal Dates: Amendment Dates:
PHYSICIAN CONTRACTS: FOR STARK LAW COMPLIANCE, THE TERMS OF THIS CONTRACT CANNOT CHANGE FOR 1 YEAR	
Compensation Structure: <i>Include "other comp" (i.e. education, phone stipend, etc.)</i> \$100.00 per hour not to exceed ten (10) hours per month	
Contract Term: <i>(anything other than Net 30 requires AC approval)</i>	
Total Cost of Contract:	\$12,000 per year
Compensation Audit Process:	See Policies AGOV-10 and ABD-21
Is Cost of Contract Budgeted?	YES <input type="checkbox"/> NO <input type="checkbox"/>
If NOT budgeted or exceeds budgeted amount, identify the offset:	
TFHS Primary Responsible Party:	Virginia Razo, COO
TFHS Secondary Responsible Party:	Terri Schnieder, Director Medical Staff

ORIGINATING DEPARTMENT: Administration	CONTACT PERSON: Virginia Razo, Chief Operating Officer Phone: 530-582-3433
LEGAL NAME OF CONTRACTOR/ VENDOR: Heidi Standteiner, MD	
REQUIRED COMPLIANCE INFORMATION	
Commercially Reasonable Verified Yes: <input type="checkbox"/> No: <input type="checkbox"/>	Compliance Officer Signature: _____ _____
Fair Market Value Verified Yes: <input type="checkbox"/> No: <input type="checkbox"/>	
CONTRACTOR INFORMATION	
Contractor Representative Name:	Heidi Standteiner
Mailing Address:	PO BOX 759, Truckee, CA 96160
Telephone and Fax Number:	Phone: 530-582-6640 Fax: 530-582-6660
Email Address of Contact:	
Accounts Receivable Representative:	
REQUIRED FINANCIAL INFORMATION	
W-9 and Certificates of Insurance Must Be Submitted with any Contract	
ADDITIONAL INFORMATION	
Original contract was for a one year term. Since 6/30/2014 the contract has been paid under the holdover provision, a new contract has been drafted.	
Recommend term be for three (3) years.	
Fair Market Value (FMV) & Commercial Reasonableness (CR): At the rate of \$100/hour this contract is below the median FMV benchmark range for services to be performed by this physician. The contract meets CR based on information from the Director that the number of hours (max 10 hours per month) and duties to be performed are reasonable and necessary.	

Reference:

Policy ABD – 21 Physician and Professional Service Agreements

Policy AGOV – 10 Contract Review Policy

Policy AFIN – 03 Accounts Payable Policy

*W-9s are required for any contract on which we are making payments.**Certificates of Insurance are required for any contract in which any service is being provided.*

THIS SECTION FOR CONTRACTS COORDINATOR USE ONLY:			
W-9 Received?	Yes: <input type="checkbox"/> No: <input type="checkbox"/>	Certificate of Insurance Received?	Yes: <input type="checkbox"/> No: <input type="checkbox"/>
New Vendor information Sent to Accounts Payable?	Yes: <input type="checkbox"/> No: <input type="checkbox"/>	Email a copy of Section D (page 2) of the completed Routing Form to A/P. This is required for A/P to process their payments.	

Contracts Review: _____ Date Initials	BOARD ACTION: _____	MEETING DATE: _____
	Out for TFHD Signature: _____ Date: _____	Receive Date: _____
CFO Review: _____ Date Initials	Out for Vendor Signature: _____ Date: _____	Receive Date: _____
	Uploaded to Contracts System: _____ Date: _____	Trigger dates set: YES <input type="checkbox"/> NO <input type="checkbox"/>
	CONTRACT #: _____ (i.e. 10001)	Document Reference: _____ (i.e. #####.C)

CONTRACT ROUTING FORM

Email Completed Form to Executive Assistant (pbarrett@tfhd.com) for Processing and Compliance Review

NEW CONTRACT <input type="checkbox"/> AMENDMENT <input type="checkbox"/> RENEWAL <input checked="" type="checkbox"/> EXTENSION <input type="checkbox"/> BAA <input type="checkbox"/>	
ORIGINATING DEPARTMENT: Administration	CONTACT PERSON: Virginia Razo PHONE: 530-582-3433
RESPONSIBLE ADMINISTRATIVE COUNCIL (AC): CEO <input type="checkbox"/> CFO <input type="checkbox"/> COO <input checked="" type="checkbox"/> CNO <input type="checkbox"/> CIO <input type="checkbox"/> IVCH <input type="checkbox"/>	
REQUIRES BOARD GOVERNANCE COMMITTEE REVIEW? NO <input type="checkbox"/> YES <input checked="" type="checkbox"/> MEETING DATE: 11/12/14	COMMITTEE RECOMMENDS: Pending
TYPE OF CONTRACT:	
Physician Professional Service Agreement (P-PSA) <input checked="" type="checkbox"/> Type: <u>Exclusive Anesthesia Provider Contract</u>	
Physician Medical Director Agreement (MDA) <input type="checkbox"/> Type: _____	
Vendor Professional Service Agreement (V-PSA) <input type="checkbox"/> Type: _____	
Other _____ <input type="checkbox"/> Type: _____	
Business Associated Agreement Required? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	
CONTRACTOR/VENDOR DETAILS: <i>If needed, additional instructions and information may be provided on Page 2</i>	
LEGAL NAME OF CONTRACTOR/ VENDOR: North Tahoe Anesthesia Group (NTAG)	
Purpose of the Contract/Alternatives: Contract assures that health system has Anesthesiology services available 24-hours per day, 7 days per week, 365 days per year. Contract was created to ensure surgical service line market stability.	
Scope of the Contract: Annual Auto Renew Agreement scope includes: Anesthesia staffing to meet the needs of the District including in-patient, out-patient, and ED surgical cases. Administrative functions that are necessary for the efficient delivery of Anesthesia Service including: Medical Director oversight of services, chart preparation, Peer Review, maintaining compliance in accordance with regulatory agencies, policy review and development and participation with the District's quality program.	
DATES OF CONTRACT:	EFFECTIVE DATE: January 1, 2015 END DATE: December 31, 2015
Version History:	Original Effective date: January 1, 2013 Renewal Dates: January 1, 2014 (annually) Amendment Dates: May 1, 2014
PHYSICIAN CONTRACTS: FOR STARK LAW COMPLIANCE, THE TERMS OF THIS CONTRACT CANNOT CHANGE FOR 1 YEAR	
Compensation Structure: <i>Include "other comp" (i.e. education, phone stipend, etc.)</i> District provides an income guarantee to NTAG equal to forty-three thousand, six hundred (\$43,600) per each full-time professional Anesthesiologist. In order to cover all locations and shifts, NTAG the District provides income guarantee for 4.75 FTEs per month. Income guarantee is defined as the Guarantee minus collectible billings. Max income guarantee for NTAG is 50%. Per amendment of May 1, 2014, NTAG agreed to reduce its monthly income guarantee by 5%.	
Contract Term: <i>(anything other than Net 30 requires AC approval)</i>	
Total Cost of Contract:	Potential max at 50% is \$1,242,600 / Actual paid during FY 2014 was \$929,011
Compensation Audit Process:	See Policies AGOV-10 and ABD-21
Is Cost of Contract Budgeted?	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
If NOT budgeted or exceeds budgeted amount, identify the offset:	
TFHS Primary Responsible Party:	Chief Operating Officer
TFHS Secondary Responsible Party:	Director of Medical Staff

ORIGINATING DEPARTMENT: Administration	CONTACT PERSON: Virginia Razo Phone: 530-582-3433
---	--

LEGAL NAME OF CONTRACTOR/ VENDOR: North Tahoe Anesthesia Group (NTAG)

REQUIRED COMPLIANCE INFORMATION	
Commercially Reasonable Verified Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/>	Compliance Officer Signature: 
Fair Market Value Verified Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/>	

CONTRACTOR INFORMATION	
Contractor Representative Name:	North Tahoe Anesthesia Group
Mailing Address:	PO BOX 2509, Truckee, CA 96160
Telephone and Fax Number:	Phone: _____ Fax: _____
Email Address of Contact:	1jacuzzi@sbcglobal.net
Accounts Receivable Representative:	

REQUIRED FINANCIAL INFORMATION	
W-9 and Certificates of Insurance Must Be Submitted with any Contract	

ADDITIONAL INFORMATION

Contract auto renews for additional one (1) year terms unless either party provides sixty (60) days prior written notice of desire not to renew.

Fair Market Value (FMV) & Commercial Reasonableness (CR): The total cost of the contract noted above is below the median FMV benchmark range for services to be performed by these anesthesiologists. The contract meets CR because the hospital will be operationally and strategically better off as a result of completing the transaction because it will be able to ensure 24/7 anesthesia coverage and the business terms do not establish an unbalanced advantage to one party.

Reference:
 Policy ABD – 21 Physician and Professional Service Agreements
 Policy AGOV – 10 Contract Review Policy
 Policy AFIN – 03 Accounts Payable Policy

*W-9s are required for any contract on which we are making payments.
 Certificates of Insurance are required for any contract in which any service is being provided.*

THIS SECTION FOR CONTRACTS COORDINATOR USE ONLY:			
W-9 Received?	Yes: <input type="checkbox"/> No: <input type="checkbox"/>	Certificate of Insurance Received?	Yes: <input type="checkbox"/> No: <input type="checkbox"/>
New Vendor information Sent to Accounts Payable?	Yes: <input type="checkbox"/> No: <input type="checkbox"/>	Email a copy of Section D (page 2) of the completed Routing Form to A/P. This is required for A/P to process their payments.	

Contracts Review: _____ Date Initials	BOARD ACTION: _____ Out for TFHD Signature: Date: _____ Out for Vendor Signature: Date: _____ Uploaded to Contracts System: Date: _____	MEETING DATE: Receive Date: _____ Receive Date: _____ Trigger dates set: YES <input type="checkbox"/> NO <input type="checkbox"/>
	CFO Review: _____ Date Initials	CONTRACT #: _____ (i.e. 10001)

Louis A. Basile
Kelley R. Carroll*†
Peter H. Cuttitta*
Steven C. Gross*
Brian C. Hanley*
Stephen C. Lieberman
James L. Porter, Jr.*
James E. Simon



Ravn R. Whittington+

Dennis W. De Cuir, A Law
Corporation, Of Counsel

† Certified Specialist in Estate
Planning, Trust & Probate Law
* Also licensed in Nevada
+ Also licensed in Colorado

November 7, 2014

Via email - DCroley@FDDCM.com

Dan Croley, Esq.
Futterman Dupree Dodd Croley Maier LLP
180 Sansome Street, 17th Floor
San Francisco, CA 94104

Re: Claim for Attorney's Fees and Expenses

Mr. Croley:

Please be advised that the Tahoe Forest Hospital District is considering and processing your emails to me of September 9 and 12, 2014 and your letter to me dated September 10, 2014 requesting reimbursement of Mr. Schapper's attorney's fees and expenses as a government claim pursuant to the Government Claims Act, California Government Code Section 810 *et seq.* The District considers to have received the claim as of September 12, 2014. In order for the District to be able to evaluate the claim, please provide me as soon as possible copies of all billing statements (redacted as you deem appropriate to protect the attorney-client privilege) for you and Mr. Riddle that support the amount of the claim. Thank you.

Very truly yours,

PORTER SIMON
Professional Corporation

STEVEN C. GROSS
gross@portersimon.com

SCG:ms
cc: Robert Schapper (via email)

{00476149.DOC 1 }



FUTTERMAN DUPREE
DODD CROLEY MAIER^{LLP}

November 14, 2014

VIA EMAIL ONLY (gross@PorterSimon.com)

Steven Gross
Honorable General Counsel for the
Tahoe Forest Hospital District
10710 Donner Pass Road
Truckee, CA 96161

**CONFIDENTIAL PERSONNEL
MATTER AND OFFICAL
INFORMATION PRIVILEGE**

Re: *Claim for Attorney's Fees and Expenses*

Dear Steve:

Per your November 7, 2014 request, please find attached redacted copies of all billing statements for Mr. Riddle and my office in relation to Mr. Schapper. These invoices, together with my letter of September 10, 2014, show total fees and costs incurred related to the government conflict claim as shown below. My firm's billing statement for October time has not been prepared yet, but the time was entered following the process as for the invoices and a redacted summary of the October charges is also attached. To summarize, the amounts now are:

Daniel Croley Fees and Costs	Randy Riddle Fees and Costs	
\$33,160.28	\$24,283.56	Up to and Including August 21, 2014
\$11,527.50	\$1,773.40	From August 22 to November 13, 2014
\$44,687.78	\$26,056.96	Subtotal Fees and Costs to Date
\$70,744.74	GRAND TOTAL	

In addition, we request reimbursement for additional hours related to Mr. Riddle and my attendance at, and preparation for, the Board meeting where this matter will be consider, which is currently set for November 18, 2014 ("Meeting"). Since these costs are ongoing, we will update the Board at the Meeting.

Very truly yours,

/s/ Daniel A. Croley

Daniel A. Croley
(415) 399-3845
dcroley@fddcm.com

Client Ledger
Oct/ 2/2014 To Nov/14/2014

Date	Entry #	Received From/Paid To	Chq#	General			Bld	Trust Activity			Balance
		Explanation	Rec#	Rpts	Disbs	Fees	Inv#	Acc	Rpts	Disbs	
	19037	Schapper, Robert									
	4747	[REDACTED]									Resp Lawyer: DAC
Oct/ 2/2014		Lawyer: DAC 0.20 Hrs X 435.00				87.00					
Oct/ 7/2014		Lawyer: DAC 0.50 Hrs X 435.00				217.50					
Oct/ 8/2014		Lawyer: DAC 0.10 Hrs X 435.00				43.50					
Oct/ 8/2014		Lawyer: DAC 0.30 Hrs X 435.00				130.50					
Oct/13/2014		Lawyer: DAC 0.60 Hrs X 435.00				261.00					
Oct/17/2014		Lawyer: DAC 0.90 Hrs X 435.00				391.50					
Oct/21/2014		Lawyer: DAC 0.50 Hrs X 435.00				217.50					
Oct/22/2014		Lawyer: DAC 0.40 Hrs X 435.00				174.00					
Oct/24/2014		Lawyer: DAC 2.00 Hrs X 435.00				870.00					
Oct/27/2014		Lawyer: DAC 1.70 Hrs X 435.00				739.50					
Oct/30/2014		Billing on Invoice 25458			0.00		25458				
Oct/30/2014		Lawyer: DAC 0.30 Hrs X 435.00				130.50					
Nov/ 7/2014		Lawyer: DAC 0.40 Hrs X 435.00				174.00					
Nov/10/2014		Lawyer: DAC 0.80 Hrs X 435.00				348.00					
Nov/13/2014		Lawyer: DAC 0.60 Hrs X 435.00 385281				261.00					

TOTALS	UNBILLED				= TOTAL	BILLED				BALANCES	
	CHE	+ RECOV	+ FEES			DISBS	+ FEES	+ TAX	- RECEIPTS	= A/R	TRUST
PERIOD	0.00	0.00	4045.50		4045.50	0.00	0.00	0.00	0.00	0.00	0.00
END DATE	0.00	0.00	4045.50		4045.50	358.28	40284.00	0.00	3219.00	37423.28	0.00

FIRM TOTAL	UNBILLED				= TOTAL	BILLED				BALANCES	
	CHE	+ RECOV	+ FEES			DISBS	+ FEES	+ TAX	- RECEIPTS	= A/R	TRUST
PERIOD	0.00	0.00	4045.50		4045.50	0.00	0.00	0.00	0.00	0.00	0.00
END DATE	0.00	0.00	4045.50		4045.50	358.28	40284.00	0.00	3219.00	37423.28	0.00

[REDACTED]

Futterman Dupree Dodd Croley Maier LLP

180 Sansome Street, 17th Floor

San Francisco, CA 94104

Ph:(415) 399-3840

Fax:(415) 399-3838

Robert Schapper
PO Box 3976
Truckee, CA 96160

October 30, 2014

Attention: Robert Schapper

File #: 4747

Inv #: 25458

RE: 

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
Sep-04-14		1.40	609.00	DAC
Sep-05-14		1.30	565.50	DAC
		0.40	174.00	DAC
Sep-09-14		0.50	217.50	DAC
		1.20	522.00	DAC
Sep-11-14		0.20	87.00	DAC
Sep-12-14		0.50	217.50	DAC
Sep-15-14		0.20	87.00	DAC
Sep-18-14		0.20	87.00	DAC
Sep-24-14		0.50	217.50	DAC
Sep-25-14		1.00	435.00	DAC

Sep-29-14

0.50 217.50 DAC

Totals

7.90 \$3,436.50

Total Fees & Disbursements

\$3,436.50

Previous Balance

\$33,986.78

Previous Payments

\$0.00

Balance Due Now

\$37,423.28

Futterman Dupree Dodd Croley Maier LLP

180 Sansome Street, 17th Floor

San Francisco, CA 94104

Ph:(415) 399-3840

Fax:(415) 399-3838

Robert Schapper
PO Box 3976
Truckee, CA 96160

September 23, 2014

Attention: Robert Schapper

File #: 4747

Inv #: 25256

RE: [REDACTED]

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
Jul-03-14		1.20	522.00	DAC
Jul-11-14		0.70	304.50	DAC
Jul-14-14		2.40	1,044.00	DAC
		1.50	562.50	KO
Jul-15-14		2.50	1,087.50	DAC
Jul-16-14		0.40	174.00	DAC
Jul-17-14		1.50	652.50	DAC
Jul-18-14		0.80	348.00	DAC
Jul-21-14		3.00	1,305.00	DAC

Jul-22-14	3.10	1,348.50	DAC
Jul-23-14	1.50	652.50	DAC
Jul-24-14	0.90	391.50	DAC
Jul-28-14	2.00	870.00	DAC
Jul-29-14	0.80	348.00	DAC
Jul-30-14	0.80	348.00	DAC
Aug-01-14	3.30	1,435.50	DAC
Aug-04-14	0.10	43.50	DAC
	0.40	174.00	DAC
Aug-05-14	0.50	217.50	DAC
Aug-06-14	1.40	609.00	DAC
Aug-07-14	1.80	783.00	DAC
	0.90	337.50	KO
Aug-11-14	0.30	130.50	DAC
Aug-12-14	2.10	913.50	DAC

Aug-13-14		0.20	87.00	DAC
Aug-14-14		0.30	130.50	DAC
Aug-17-14		0.50	217.50	DAC
Aug-18-14		6.00	2,610.00	DAC
		7.70	2,887.50	KO
Aug-19-14		1.00	435.00	DAC
Aug-20-14		8.80	3,828.00	DAC
Aug-21-14		11.00	4,785.00	DAC
Aug-25-14		0.50	217.50	DAC
Aug-26-14		1.60	696.00	DAC
Aug-27-14		0.30	130.50	DAC
		1.50	652.50	DAC
Aug-28-14		2.40	1,044.00	DAC
Aug-29-14		3.00	1,305.00	DAC
	Totals	78.70	\$33,628.50	

DISBURSEMENTS

Disbursements

Receipts

Aug-29-14	Photocopy Expense	33.60
Sep-09-14	Tolls	12.00
	Hotel	152.90

Mileage	117.60	
Dinner	42.18	
Totals	\$358.28	\$0.00

Total Fees & Disbursements **\$33,986.78**

Previous Balance \$0.00

Previous Payments \$0.00

Balance Due Now **\$33,986.78**

Futterman Dupree Dodd Croley Maier LLP

180 Sansome Street, 17th Floor
San Francisco, CA 94104

Ph:(415) 399-3840

Fax:(415) 399-3838

Robert Schapper
PO Box 3976
Truckee, CA 96160

July 1, 2014

Attention: Robert Schapper

File #: 4747

Inv #: 24612

RE: [REDACTED]

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
May-15-14		1.80	783.00	DAC
May-19-14		1.40	609.00	DAC
May-20-14		1.00	435.00	DAC
May-23-14		0.40	174.00	DAC
May-27-14		2.80	1,218.00	DAC
	Totals	7.40	\$3,219.00	

[REDACTED]

[REDACTED]

[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]

[REDACTED]

[REDACTED]



Futterman Dupree Dodd Croley Maier LLP
Daniel A. Croley
Partner
180 Sansome Street, 17th Floor
San Francisco, CA 94104

October 31, 2014
Invoice # 26562
Matter # 2881/002

In Reference To: Schapper 1090 Investigation
EIN 73-1700480

Professional Services

	<u>Hours</u>	<u>Amount</u>
10/22/2014 RR	1.20	
10/27/2014 RR	1.70	
	<hr/>	<hr/>
For professional services rendered	2.90	\$942.50

Previous balance	\$830.90
10/29/2014 Payment - Thank You. Check No. 2913	(\$830.90)
	<hr/>
Balance due	<u>\$942.50</u>

Timekeeper Summary

<u>Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Randy Riddle	2.90	325.00	\$942.50

Total Hours: 2.90
Billable Hours: 2.90



Futterman Dupree Dodd Croley Maier LLP
Daniel A. Croley
Partner
180 Sansome Street, 17th Floor
San Francisco, CA 94104

September 30, 2014
Invoice # 26457
Matter # 2881/002

In Reference To: Schapper 1090 Investigation

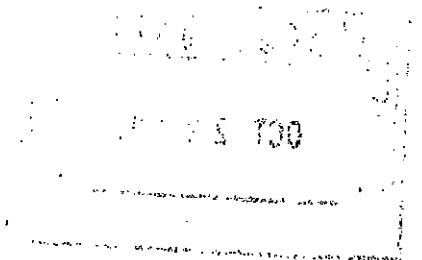
EIN 73-1700480

Additional Charges :

	<u>Amount</u>
8/31/2014	830.90
[Total reduced by 50% as a courtesy to client]	
Total costs	<u>\$830.90</u>

Previous balance	\$14,283.56
10/3/2014 Payment - Thank You. Check No. 2902	(\$14,283.56)
Balance due	<u><u>\$830.90</u></u>

Total Hours: 0.00
Billable Hours: 0.00





Futterman Dupree Dodd Croley Maier LLP
Daniel A. Croley
Partner
180 Sansome Street, 17th Floor
San Francisco, CA 94104

August 31, 2014
Invoice # 26138
Matter # 2881/002

In Reference To: Schapper 1090 Investigation
EIN 73-1700480

Professional Services

	<u>Hours</u>	<u>Amount</u>
8/1/2014 RR	1.40	
8/6/2014 RR	3.20	
8/7/2014 RR	3.20	
8/11/2014 RR	2.40	
8/12/2014 RR	6.40	
8/13/2014 RR	9.40	
8/15/2014 RR	3.80	
8/16/2014 RR	3.40	
8/17/2014 RR	5.20	
8/18/2014 RR	3.30	
8/19/2014 EJP	1.60	
RR	3.80	



Futterman Dupree Dodd Croley Maier LLP
Daniel A. Croley
Partner
180 Sansome Street, 17th Floor
San Francisco, CA 94104

August 31, 2014
Invoice # 26138
Matter # 2881/002

In Reference To: Schapper 1090 Investigation
EIN 73-1700480

	<u>Hours</u>	<u>Amount</u>
8/20/2014 RR	7.20	
8/21/2014 RR	8.80	
For professional services rendered	<u>63.10</u>	<u>\$20,363.50</u>
Additional Charges :		
7/31/2014		185.97
		462.57
8/13/2014		210.56
8/20/2014 ;		152.90
		210.56
Total costs		<u>\$1,222.56</u>
Total amount of this bill		<u>\$21,586.06</u>
8/31/2014 Payment from account		(\$7,302.50)



Futterman Dupree Dodd Croley Maier LLP
Daniel A. Croley
Partner
180 Sansome Street, 17th Floor
San Francisco, CA 94104

July 31, 2014

Invoice # 25921
Matter # 2881/002

In Reference To: Schapper 1090 Investigation
EIN 73-1700480

Professional Services

	<u>Hours</u>	<u>Amount</u>
7/21/2014 RR	5.80	
7/28/2014 RR	0.80	
7/30/2014 RR	1.30	
7/31/2014 RR	0.40	
	<hr/>	
For professional services rendered	8.30	\$2,697.50
7/31/2014 Payment from account		(\$2,697.50)
Balance due		<hr/> <u>\$0.00</u>
Previous balance of Schapper Inv Retainer		\$10,000.00
7/31/2014 Payment from account		(\$2,697.50)
New balance of Schapper Inv Retainer		<hr/> <u>\$7,302.50</u>

Barrett, Patricia

From: Croley, Dan [DCroley@FDDCM.com]
Sent: Friday, September 12, 2014 11:46 AM
To: Steven C. Gross
Subject: RE: Letter to Board re Fees and Costs

CONFIDENTIAL PERSONNEL MATTER AND OFFICAL INFORMATION PRIVILEGE

Hi Steve,

I just received yesterday Randy's completed bill for August time, which includes some time and expenses not reflected in 9/9/14 submission.

For such additional expense, please see the below chart and totals.

Riddle Numbers in 9/10 Letter	Additional Info. reflected on Riddle August Invoice	New Total
62.7 (Hours)	7.1	69.8
\$20,377.50 (Charges)	<u>\$2,307.5</u>	\$22,685.00
Not Included	1.6 (Mr. Park)	1.6
Not Included	\$376.00 (at a rate of \$235 per hour)	<u>\$376.00</u>
Travel and Lodging Charges – tbd	\$574.02	<u>\$574.02</u>

Total requested in letter = \$55,687.72

Additional Costs from Riddle's August Invoice = \$3,257.52

NEW TOTAL = \$58,945.24

Regarding logistics for the payments, I would appreciate if the District could pay in two checks, one to my firm for my fees and costs and second to Randy's firm for his.

Please let me know if you have any questions.

Regards, Dan



Daniel A. Croley | Attorney

Labor and Employment and Litigation

Futterman Dupree Dodd Croley Maier LLP

visit 180 Sansome Street, 17th Floor
San Francisco, CA 94104
direct 415 399 3845
cell 650 867 0197
fax 415 399 3838
view www.fddcm.com

Notice: This electronic mail transmission may constitute an attorney-client communication that is privileged by law. It is not intended for transmission to, or receipt by, any unauthorized persons. If you have received this transmission in error, please delete it from your system without copying it, and notify the sender by reply e-mail. To ensure compliance with requirements imposed by the IRS, we inform you that any tax advice contained in this communication (or in any attachment) is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending to another party any transaction or matter addressed in this communication (or in any attachment).

From: Croley, Dan
Sent: Tuesday, September 09, 2014 4:12 PM
To: 'gross@PorterSimon.com'
Subject: Letter to Board re Fees and Costs

CONFIDENTIAL PERSONNEL MATTER AND OFFICAL INFORMATION PRIVILEGE

Hi Steve,

Per the Board's direction following the 8/21/14 Special Meeting and as part thereof or any later and related special meeting on defense expenses, please see the attached summary of Mr. Schapper's fees and costs dated 9/9/14. Also attached is a redacted copy of my firm's agreement with Mr. Schapper. As stated in FN 1 of the summary, we do not have all of Randy's costs and will provide the rest shortly.

LMK if you want to discuss.

Best, Dan



Daniel A. Croley | Attorney
Labor and Employment and Litigation
Futterman Dupree Dodd Croley Maier LLP

visit 180 Sansome Street, 17th Floor
San Francisco, CA 94104
direct 415 399 3845
cell 650 867 0197
fax 415 399 3838
view www.fddcm.com

Notice: This electronic mail transmission may constitute an attorney-client communication that is privileged by law. It is not intended for transmission to, or receipt by, any unauthorized persons. If you have received this transmission in error, please delete it from your system

without copying it, and notify the sender by reply e-mail. To ensure compliance with requirements imposed by the IRS, we inform you that any tax advice contained in this communication (or in any attachment) is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending to another party any transaction or matter addressed in this communication (or in any attachment).

Barrett, Patricia

From: Croley, Dan [DCroley@FDDCM.com]
Sent: Tuesday, September 09, 2014 5:00 PM
To: Steven C. Gross
Subject: Letter to Board re Fees and Costs
Attachments: Letter to Board re Fees and Costs FINAL 9 9 14.pdf; R Schapper Statement of Terms 090914.pdf

CONFIDENTIAL PERSONNEL MATTER AND OFFICAL INFORMATION PRIVILEGE

Hi Steve,

Per the Board's direction following the 8/21/14 Special Meeting and as part thereof or any later and related special meeting on defense expenses, please see the attached summary of Mr. Schapper's fees and costs dated 9/9/14. Also attached is a redacted copy of my firm's agreement with Mr. Schapper. As stated in FN 1 of the summary, we do not have all of Randy's costs and will provide the rest shortly.

LMK if you want to discuss.

Best, Dan



Daniel A. Croley | Attorney

Labor and Employment and Litigation

Futterman Dupree Dodd Croley Maier LLP

visit 180 Sansome Street, 17th Floor
San Francisco, CA 94104
direct 415 399 3845
cell 650 867 0197
fax 415 399 3838
view www.fddcm.com

Notice: This electronic mail transmission may constitute an attorney-client communication that is privileged by law. It is not intended for transmission to, or receipt by, any unauthorized persons. If you have received this transmission in error, please delete it from your system without copying it, and notify the sender by reply e-mail. To ensure compliance with requirements imposed by the IRS, we inform you that any tax advice contained in this communication (or in any attachment) is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending to another party any transaction or matter addressed in this communication (or in any attachment).



FUTTERMAN DUPREE
DODD CROLEY MAIER^{LLP}

September 10, 2014

VIA EMAIL ONLY (gross@PorterSimon.com)

Steven Gross
Honorable General Counsel for the
Tahoe Forest Hospital District
10710 Donner Pass Road
Truckee, CA 96161

**CONFIDENTIAL PERSONNEL
MATTER AND OFFICIAL
INFORMATION PRIVILEGE**

Re: *Robert Schapper; Response to Conflict of Interest Allegations*

Dear Steve:

1. I submit this letter concerning fees and costs associated with the defense of Robert Schapper against potential claims listed in reports from Mr. Greg Moser ("Reports"). The facts set forth herein are known to me personally (with the exception of the background of my colleagues at Futterman Dupree Dodd Croley Maier LLP ("FDDCM") and Mr. Riddle, of which I am informed and believe) and are as stated below:

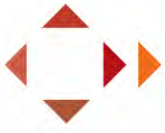
2. Since around May 15, 2014, FDDCM has been counsel in this matter for Mr. Schapper.

Summary and Procedural History of the Matter

3. In response to the potential accusations, we provided to the District the following:

- a. Letter to Board of Directors re: Mr. Robert Schapper from Daniel A. Croley, July 22, 2014
- b. Memorandum re: Government Code Section 1090 Review Relating to Mr. Robert Schapper from Randy Riddle, July 22, 2014
- c. Letter to Steven Gross re: Robert Schapper and Marsha Schapper; Response to Allegations of Conflict of Interest from Daniel A. Croley, August 20, 2014
- d. Memorandum re: Conflict of Interest Review Relating to Mr. Robert Schapper from Randy Riddle, August 20, 2014

4. To resolve these issues, a special Board meeting was conducted on August 21, 2014, which Mr. Riddle and I attended.



Steven Gross
September 10, 2014
Page 2

Qualifications and Billing Practices

5. FDDCM maintains active practices in litigation, with my practice focusing on employment and labor law. I am the lead counsel on this matter for Mr. Schapper. My clients include some of the largest corporations in California and the nation, as well as international corporations and regional and California-based companies and executives. I have also represented a number of local governments over the years, including the San Francisco Housing Authority. I specialize in handling complex employment disputes, both inside and outside of California.

6. Mr. Schapper seeks compensation for the work of one other FDDCM attorney in addition to me: Katherine O'Neal, Of Counsel. We were careful to ensure that the work of these attorneys was not duplicative.

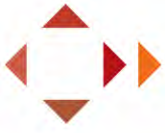
7. I received my J.D. degree from University of Minnesota Law School in 1991. I joined Littler Mendelson in 1991 and became a Shareholder in that firm in 1998 and joined Brobeck Phleger & Harrison as Of Counsel in 2000. I joined FDDCM in 2007 as a partner. I have been lead counsel in matters in both state and federal courts, including but not limited to cases in New York (USDC Southern District of New York and New York Supreme Court for County of Suffolk), New Hampshire (USDC District of New Hampshire and Superior Court for State of New Hampshire), Michigan, Arizona and Washington. I have also had cases before the California Court of Appeal, New Hampshire Supreme Court and United States Court of Appeals (Ninth Circuit and District of Columbia Circuit). I have also been lead counsel in arbitrations and administrative trials before federal and state agencies in matters inside and outside of California, including but not limited to the States of New York, New Hampshire, Georgia and Washington.

8. Katherine O'Neal received her J.D. degree from University of Michigan in 1986. From 1986 to the present, Ms. O'Neal's practice has specialized in complex civil litigation, insurance law and employment law. Ms. O'Neal and I have worked together on various matters since about 2006 and she joined FDDCM as Of Counsel in around 2007.

9. Randy Riddle received his J.D. degree from Golden Gate University. Mr. Riddle currently practices at Renne Sloan Holtzman Sakai LLP Public Law Group, specializing in appeals and writs, elections and government law and litigation. Mr. Riddle is an expert in the areas of government law and ethics and has about thirty years of relevant experience to the potential accusations in this matter, including as General Counsel for the California Secretary of State and the City of Richmond.

10. The below chart summarizes relevant hourly rate, and the fees incurred by these attorneys for whose time Mr. Schapper is obligated to pay¹ and seeks compensation through and including

¹ Attached is a copy of my firm's engagement agreement, with redaction where indicated. This agreement also obligates Mr. Schapper to pay for Mr. Riddle's services as my firm engaged Mr. Riddle as an expert witness to aid in the defense of this matter.



Steven Gross
September 10, 2014
Page 3

August 21, 2014 and extends only to facts and contentions made relating to the Report. These are the same hourly rates and hours worked Mr. Schapper is obligated to pay. The fees requested are as follows:

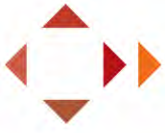
<u>ATTORNEY</u>	<u>HOURS</u>	<u>RATE</u>	<u>TOTAL FEES</u>
Daniel A. Croley	66.7	\$435.00	\$29,014.50
Katherine O'Neal	10.1	\$375.00	\$3,787.50
Randy Riddle	62.7	\$325.00	\$20,377.50
		FEE TOTAL	\$53,179.50

11. This summary of FDDCM time has been prepared in keeping with the timekeeping and billing policies of my firm, with which I am familiar. Under those policies, a daily time log is prepared by each attorney and paralegal setting forth the work done that day for each client and matter, as well as the amount of time worked, in six minute increments, using a computer billing system. Each attorney and staff member then reviews his or her entries to ensure accuracy. Monthly Billing Statements ("MBSs") are generated showing all work done by all time-keepers for each client organized by matter. The "billing" attorney, in this matter, myself, for the relevant client-matter then reviews these memoranda after which a bill is prepared. I am informed and believe that each time-keeper listed above has reviewed his or her time entries to determine the amount of time spent on the activities for which we seek compensation.

12. These amounts do not reflect expenses that FDDCM customarily treats as overhead, including secretarial time and the vast majority of technical support. As detailed below, the total amount sought for fees and costs is \$54,152.72. Given the complexity and number of issues raised, the scope of the hearing, the briefing required, the number of hours that had to be expended, and the prevailing rates in the community, I believe that the fees requested by Mr. Schapper are reasonable.

<u>COST²</u>	<u>AMOUNT</u>
Travel	\$129.60
Lodgings and Meals	\$195.08
Computer Research	\$648.54
COST TOTAL	\$973.22

² This does not include Randy Riddle's travel, meal and lodging costs to interview witnesses and attending the special board meeting. We expect to provide those in the next seven days.



Steven Gross
September 10, 2014
Page 4

13. Mr. Schapper requests compensation for FDDCM attorneys at FDDCM's rates, which are based on experience and seniority. For 2014, my hourly rate is \$435 and Ms. O'Neal's hourly rate is \$375. Mr. Schapper also requests compensation for Mr. Riddle's time based on his rate of \$325 per hour.

14. I am generally familiar with billing rates for attorneys of comparable seniority at small and medium sized San Francisco law firms. Based on that familiarity, I am informed and believe that the foregoing rates are reasonable and consistent with prevailing market rates for attorneys at such firms.

15. All of the time for which reimbursement is being sought was spent understanding the potential allegations as well as those raised in the Reports and rebutting them both factually and legally. By way of example only, Mr. Riddle had to interview the District COO and CFO and Board Member Kahn based on conclusions in the Report that we believed were wrong and, ultimately, the Board agreed with our position.

16. Regarding this fee and cost requests, Mr. Schapper incurred the fees set out in Paragraph 10 above specifically in connection with the research, analysis, drafting, preparation, and appearances in support of the special board meeting on August 21, 2014. My time relates to all aspects of this defense and rebuttal of the potential accusations. Ms. O'Neal almost entirely to research, analysis and drafting memoranda to the Board.

17. Mr. Schapper is also incurring fees in connection with the instant request for Attorney's Fees and Costs, reflecting time spent reviewing billing records and drafting and revising this letter. Because of the accumulation of those fees, we request the District award an additional \$1,535 in fees that were incurred around August 27, 2014 and September 4 and 9, 2014 preparing this letter. In total, we therefore requests fee and costs of \$55,687.72 (as per paragraphs 10, 12 and 17), plus the costs later submitted by Randy Riddle.

Very truly yours,

/s/ Daniel A. Croley

Daniel A. Croley
(415) 399-3845
dcroley@fddcm.com



FUTTERMAN DUPREE
DODD CROLEY MAIER^{LLP}

May 14, 2014

VIA EMAIL (rschapper@gmail.com)

Robert Schapper
P.O. Box 3976
Truckee, CA 96160

Re: Agreement for Legal Services

Dear Robert:

Thank you for retaining us as your lawyers. We appreciate the confidence you have placed in us.

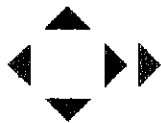
We have found that the attorney-client relationship works best when legal fees and payment terms are clearly articulated and understood. Accordingly, I have enclosed our Statement of Terms that applies in all client representations unless alternative arrangements have been agreed upon in writing. In signing this letter, you agree that the Statement of Terms constitutes the agreement between the parties with respect to the firm's representation of you.

As you can see from the enclosed Statement, our fees for services are influenced by a number of factors, including the time required; the level of expertise and skill demanded; the size and difficulty of the assignment; and the time limitations imposed by the client or the circumstances. Bills are generally rendered monthly, requesting payment of fees plus reimbursement for costs incurred. The time spent by our attorneys and legal assistants will establish the minimum amount of our fees.

Each person is assigned an hourly rate that reflects that person's experience, skill, area of expertise and demand in the marketplace. For certain lawyers, different rates may apply depending upon the nature of the services required. Hourly rates range from \$350 to \$450 for attorneys and from \$100 to \$180 for legal assistants. My current hourly rate is \$435 per hour. Hourly rates are adjusted from time to time (generally once a year), and may change during the course of our representation.

Our firm operates on the basis of detailed billing procedures, and we believe that our charges for services are highly competitive with comparable firms. We are confident that you will be satisfied with the value you receive. Finally, we want you to know that we appreciate the opportunity to serve you. Any of our attorneys will be pleased to discuss the matters in this memorandum, or any other questions you may have, at any time during the course of our representation.

If this meets with your approval, please sign and return one copy of this letter, along with the retainer in the amount of \$1,500.00 made payable to Futterman Dupree Dodd Croley



Robert Schapper
May 14, 2014
Page 2

Maier LLP, as discussed. Keep a copy of this letter, along with the Statement of Terms, for your files. I look forward to working with you.

Very truly yours,


/s/ Daniel A. Croley

Daniel A. Croley
dcroley@fddcm.com
(415) 399-3840

Enclosure (Statement of Terms)

DAC/eb

Date: 5/27/14



Robert Schapper

STATEMENT OF TERMS

Futterman Dupree Dodd Croley Maier LLP strives for fairness and clarity in its financial relationship with its clients. It is the firm's policy to work with each of its clients to hold down the costs of legal services. Daniel Croley will supervise the preparation of monthly statements for you and will ensure that the firm's statements for services and disbursements are as accurate, fair and prompt as possible. Should questions ever arise concerning financial matters, Daniel Croley will be pleased to answer them.

SERVICES

Fees for services are based upon hourly rates for the legal professionals involved in a particular matter. Time is charged in minimum units of one-tenth (.1) per hour. These hourly charges vary somewhat depending upon the novelty, difficulty, and extensiveness of the work involved and the time limits associated with completion of assignments. These rates are subjects to change. The supervising partner will be happy to advise you as to the usual hourly rate changes for professionals expected to assist on particular matters.



DISBURSEMENTS

There are certain disbursements that must be made by or on behalf of clients during the course of our legal representation. The client is responsible for paying them. Depending on the matters involved, these disbursements can include filing fees; telephone, fax, word processing, overnight mail, messenger and other communication costs; staff overtime when appropriate, computer research; court reporters; expert witnesses and other professional fees; travel and meal expenses; and miscellaneous costs. Depending upon the nature of the expenses, the firm may ask vendors or providers of services to bill a client directly, or the firm may forward the bill and request that the client pay the vender or provider directly. In other circumstances, the firm may pay these costs during the course of the representation, and ask that the client reimburse the firm when invoiced.

RETAINERS

The firm frequently asks that clients, particularly those new to the firm, provide an advance retainer. Retained amounts are maintained in the firm's trust account and are accounted for in the firm's monthly statements. The firm may require that a client replenish the retainer periodically. The client is entitled to return of any part of the retainer remaining in the trust account when the representation is completed and all amounts due have been paid.

PAYMENT

The firm prepares statements monthly. Payment is required within thirty days of the invoice date unless special arrangements are made. Any sums billed which are unpaid after thirty days from date of receipt, shall be subject to a late payment charge of one percent (1%) of the unpaid balance for each month or fraction thereof after the date of receipt.

In the event third parties, such as an insurance carrier, surety, guarantor or other person agrees to pay all or part of a client's monthly statement, the client nevertheless remains primarily responsible for payment of all amounts due.

CLIENT'S DUTIES

Client agrees to be truthful with the firm's attorneys, to cooperate, to keep us informed of any information or developments which may come to Client's attention, to abide by this Statement of Terms, to pay the firm's bills on time and to keep the firm advised of Client's address, telephone number and whereabouts. Client will assist the firm in providing information and documents necessary for the representation in the described matter, and will appear when necessary at legal proceedings.

INDEPENDENT CONTRACTOR

In providing services, the firm is an independent contractor with full rights to manage its own employees and to determine the means, methods, and manner of providing services under this Statement of Terms. All persons employed by the firm in connection with this Statement of Terms shall be employees of the firm and not employees of the client.

LIEN

Client hereby grants the firm a lien on any and all claims or causes of action that are the subject of the representation under this Agreement. The lien will be for any sums owing to the firm at the conclusion of services performed. The lien will attach to any recovery Client may obtain, whether by arbitration award, judgment, settlement or otherwise. The effect of such a lien is that the Firm may be able to compel payment of fees and costs from any such funds recovered on behalf of Client even if the firm has been discharged before the end of the case. Because a lien may affect Client's property rights, Client may seek the advice of an independent lawyer of Client's choice before agreeing to such a lien. By signing the retainer letter accompanying this Statement of Terms, Client represents and agrees that Client has had a reasonable opportunity to consult such an independent lawyer and – whether or not Client has chosen to consult such an independent lawyer – Client agrees that the firm will have a lien as specified above.

DISCLAIMER OF GUARANTEE AND ESTIMATES

Nothing in this Statement of Terms and nothing in statements by the firm's attorneys to Client will be construed as a promise or guarantee about the outcome of the matter. The firm makes no such promises or guarantees. Comments by the firm's attorneys about the outcome of the matter are expressions of opinion only. Any estimate of fees given by an attorney shall not be a guarantee. Actual fees may vary from estimates given.

TERMINATION

The client may terminate this representation at any time and with or without cause by giving the firm written notice, which may be effective immediately. From the date of tender or receipt of the notice of termination the firm shall limit the provision of services to those services specifically requested by client to complete the work then underway and/or

services required to effect the withdrawal of or substitution for the firm as counsel provided that the firm has received adequate assurance that all fees and expenses will be paid in full upon termination.

The firm may terminate its representation of the client, with or without cause, upon written notice to the client five (5) business days prior to the desired termination date.

The client shall reimburse the firm for fees and expenses arising out of any application for permission to withdraw or substitute out as counsel in any matter in which the firm is then appearing as counsel for client. If permission to withdraw or substitute out is denied, client shall continue to compensate the firm for fees and expenses as provided herein. The client shall pay for all fees earned and expenses incurred by the firm as provided herein prior to and following the date of termination.

WAIVER, AMENDMENT, INTEGRATION

No waiver of any of the provisions of this agreement shall be effective unless such waiver is in writing and signed by the party or parties to be bound. The client and firm agree that all changes hereto, except for rate changes by the firm, shall be in writing and signed by both parties. This agreement constitutes the entire agreement between the parties. If at any time the client makes requests for services outside the scope of those services described above, and in the absence of any other written agreement, the provisions of this agreement shall apply.

RETENTION OF DOCUMENTS

In the course of the firm's representation of the client, the firm is likely to come into possession of various documents and materials which California law recognizes are a client's papers and property. This may include correspondence, pleadings, deposition transcripts, exhibits, physical evidence, expert's reports, and other items reasonably necessary to the representation. At the conclusion of the matter to which the client papers and property relate, the firm will promptly turn over to client such papers and property if client requests that the firm do so. If client does not make such a request within four years after the conclusion of the matter to which such papers and property relate, then the firm may destroy or discard all such papers and property.

CHOICE OF LAW

This Statement of Terms shall be governed by and construed in accordance with the laws of the State of California that apply to contracts made and wholly performed within California.

BUSINESS & PROFESSIONS CODE

This Statement of Terms is intended to comply with California Business and Professions Code section 6148. The firm hereby discloses that it maintains errors and omissions insurance coverage applicable to the services to be rendered hereunder.

ARBITRATION

(a) As to any claim or controversy involving the amount of legal fees and/or costs owing or claimed to be owing hereunder, Client has the right to elect arbitration pursuant to the fee arbitration procedures of the State Bar of California, as set forth in California Business and Professions Code section 6200, *et seq.* Those procedures permit a trial after arbitration, unless the parties agree in writing, after the dispute has arisen, to be bound by the arbitration award. If, after receiving a notice of client's right to arbitrate, Client does not elect to proceed under the State Bar fee arbitration procedures, and file a request for fee arbitration within 30 days, any dispute over fees, charges, costs or expenses, will be resolved by binding arbitration as provided in the subparagraph B, below.

(b) Any claim or controversy regarding the construction or application of this Statement of Terms, and any claim or controversy arising out of or relating to breach of or performance under this Statement of Terms, including, without limitation, any claim or controversy involving or alleging that the firm has committed legal malpractice or otherwise has not performed in accordance with the terms of this Statement of Terms, shall be submitted to final and binding arbitration before a single arbitrator in San Francisco, in accordance with the Rules of Commercial Arbitration of the Judicial Arbitration and Mediation Service (JAMS). The parties shall each have the right of discovery in connection with any such arbitration proceedings in accordance with Code of Civil Procedure section 1283.05. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator(s) shall have authority to award reasonable attorneys' fees and other costs incurred in such proceeding.

BY SIGNING THE RETAINER LETTER ACCOMPANYING THIS STATEMENT OF TERMS, CLIENT CONFIRMS THAT HE/SHE UNDERSTANDS THE PARAGRAPHS CONCERNING ARBITRATION, AND VOLUNTARILY AGREES TO BINDING ARBITRATION. IN DOING SO, CLIENT IS GIVING UP A RIGHT TO TRIAL BY JUDGE OR JURY, AND RIGHTS TO APPEAL. CLIENT REPRESENTS AND AGREES THAT CLIENT HAS HAD A REASONABLE OPPORTUNITY TO CONSULT AN INDEPENDENT LAWYER WITH REGARD TO THESE ARBITRATION PROVISIONS.

AUTHORITY

In signing the retainer letter accompanying this Statement of Terms, each person whose signature appears in that letter represents that he/she is duly authorized to enter into this agreement on behalf of the party indicated in that letter.

To: Board of Directors, Tahoe Forest Hospital District (the "District")

I request that you provide for my defense through my designated legal counsel, to the fullest extent required and permitted by the Government Code (including but not limited to Sections 825 and 995 *et seq*) and Labor Code Section 2802, inclusive, of any civil action or proceeding brought against me in my official or individual capacity or both, on account of any act or omission occurring within the scope of my employment as an employee of the District in connection with the District hiring and/or retaining Marsha Schapper.

All of my actions in connection with the District have occurred within the scope of my employment. I have not played a role in the hiring or retention of Marsha Schapper, whose hiring and later retention was approved by the General Counsel as being compliant with all applicable laws. In fact, the District's General Counsel had found no facts to indicate that either I or any other official of the District violated Government Code section 1090 or any other provision of law prohibiting conflicts of interest. All of my actions in relation to the District have been undertaken and conducted in good faith in the furtherance of the apparent and best interests of the District and its constituents.

Notwithstanding the District's General Counsel's prior opinion and District's longstanding and transparent hiring and retention of Marsha Schapper, the Board has hired another lawyer, Greg Moser from San Diego, to investigate whether Marsha Schapper employment violated Government Code Section 1090.

To address this investigation reasonably and deliberately, I have been forced to engage counsel to protect my rights and I should not have to bear such legal fees and costs and therefore request indemnity.

Thanks for your support and professionalism.

**Tahoe Forest Hospital District
Employment Agreement**

This Agreement is dated and effective as of July 1, 2011 by and between the Tahoe Forest Hospital District (the "District"), and Robert Schapper (the "Employee") and supercedes the Employment Agreement entered into by the District and the Employee on September 25, 2008. The District and Employee may be referred to herein as "Party" or "Parties." This Agreement is entered into with respect to the following facts:

A. The District is a public agency formed and operated pursuant to the Local Health Care District Law, California Health and Safety Code Sections 32000, *et seq.*

B. The District and Employee desire to develop a new agreement for the Chief Executive Officer, subject to the terms and conditions set forth herein.

WHEREFORE, the Parties agree as follows:

1. DUTIES. Employee shall work full time for the District as its Chief Executive Officer. Subject to such restrictions as the District may impose, the Employee shall have full charge and control of and be responsible for the day-to-day operation of the District and shall be responsible for all of the functions assigned by the District including, but not necessarily limited to, the duties set forth on the attached job description. The Employee shall perform all duties with due diligence and with the best interest of the District in mind. The Employee shall not engage in any other employment, business or profession in the Healthcare industry whether for pay or otherwise that would conflict with the performance of his duties pursuant to this Agreement.

2. RELATIONS WITH THE PUBLIC. Employee acknowledges that the position of Chief Executive Officer is a position of high visibility before the public. Employee shall conduct himself before the public, both during and outside of regular working hours, in a manner that reflects favorably upon the District.

3. TERM OF AGREEMENT. The term of this Agreement shall be for a period of four (4) years commencing on July 1, 2011, and shall continue through June 30, 2015. This Agreement may be terminated by either Party in accordance with the provisions of paragraph six. No later than June 30, 2014, District shall notify Employee whether or not it desires to enter into good faith negotiations with Employee for an

extension or renewal of this Agreement or a successor agreement to this Agreement. Neither the District nor the Employee is required to enter such into negotiations.

4. THIS AGREEMENT TAKES PRECEDENCE. Employee shall be entitled generally to the benefits accorded all other management employees of the District. To the extent that the terms of this Agreement provide for benefits or procedures that differ from those of the general personnel policies and procedures as applied to the other management employees of the District, the terms of this Agreement shall take precedence.

5. COMPENSATION. During the term of this Agreement, Employee shall be entitled to the following compensation:

(a) Salary. The Employee's base salary during the term of this Agreement, beginning July 1, 2011, shall be calculated from data provided by the 2010 CHA Executive Compensation Survey. Base pay will be the average of the 75th percentile of survey data for organizations with Total Operating Expenses of \$75,000,000 to \$200,000,000 and 300 to 800 Full Time Equivalents. Effective October 1, 2011, a base salary will be calculated from data provided by the 2011 CHA Executive Compensation Survey. Base pay will be set at the average of the 75th percentile of survey data for organizations with Total Operating Expenses of \$75,000,000 to \$200,000,000 and 300 to 800 Full Time Equivalents. The average amount will be adjusted to account for an assumed inflation rate of 2% each year of the contract. The Employee shall receive this salary pro-rated on a bi-weekly basis less standard deductions.

(b) Incentive Compensation Plan Participation. Employee shall participate in the District's Incentive Compensation Plan (the "Plan"). The Plan allows for additional compensation of up to fifteen percent (15%) of Employee's base salary based on achievement of financial targets established by the District's Board of Directors. The District's Board of Directors shall determine whether the established financial targets have been achieved and the amount of Incentive Compensation, if any, due Employee.

(c) Compensation In-Lieu of Discretionary Deferred Compensation. During the term of this Agreement, for each calendar year in which Employee is employed by the

District, the District shall pay Employee a supplemental compensation payment in lieu of a discretionary deferred compensation payment equal to:

(i) the sum of the maximum contribution amounts that may be contributed in the calendar year for the benefit of Employee to the Tahoe Forest Hospital District Money Purchase Pension Plan under Section 415 of the Internal Revenue Code of 1986, as amended (the "Code"), and the Tahoe Forest Hospital District Eligible Deferred Compensation Plan under Section 457(b) of the Code, as such limits may be adjusted by law or by the Internal Revenue Service, prior to any contributions made or to be made to those plans by the District, less

(ii) the sum of the total amounts contributed or to be contributed by the District to the Tahoe Forest Hospital District Money Purchase Pension Plan and the Tahoe Forest Hospital District Eligible Deferred Compensation Plan for the calendar year, plus

(iii) an additional amount based on the applicable federal and state income tax rates and Employee's share of the applicable FICA tax on the total payments under this Subsection (c) so that Employee shall receive the payment of the net amount calculated under (i) and (ii) above, net of applicable federal and state income taxes and FICA taxes.

The above payment under this Subsection (c) shall be made on or after December 31 of the calendar year but not later than 70 days (or such shorter period of time to qualify for the short-term deferral exemption under Section 409A of the Internal Revenue Code or similar tax law) after such December 31 or, if earlier, the date of the termination of Employee's employment with the District.

Illustration: The following is an illustration of the above calculation, based on the following assumptions for the illustration for a particular year:

(i) Applicable contribution limit under Section 415 of the Code for the Tahoe Forest Hospital District Money Purchase Plan is \$49,000 or 100% of Employee's covered compensation;

(ii) Applicable contribution limit under Section 457(b) of the Code for the Tahoe Forest Hospital District Eligible Deferred Compensation Plan is \$22,000 (\$16,500 regular

contribution limit plus \$5,500 catch-up contribution for an employee who is age 50 or older by the end of the year) or 100% of Employee's eligible compensation;

(iii) Employee's total compensation from the District is \$250,000 and Employee is in the 35% federal income tax bracket, 9.3% California state income tax bracket and 1.45% Medicare tax bracket; and

(iv) The District contributes \$30,000 to the Tahoe Hospital District Money Purchase Pension Plan and \$22,000 to the Tahoe Forest Hospital District Eligible Deferred Compensation Plan for a total of \$52,000 for the calendar year.

Based on the above assumptions, the amount of the supplemental compensation payment for the year would be equal to \$35,023 with the net payment after taxes of \$19,000 as calculated below:

Maximum Total Contribution Limit for Both Plans (\$49,000 + \$22,000)	\$71,000
Total of Contributions to the Plans by the District (\$30,000 + \$22,000)	<u>(\$52,000)</u>
Net Amount	\$19,000
Tax Gross-Up Payment (equal to applicable Taxes)	<u>\$16,023</u>
Total Supplemental Compensation Payment	\$35,023

(d) Personal Leave. Employee shall be entitled to thirty-nine (39) days of personal leave (calculated upon the basis of twenty-five (25) days of vacation and nine (9) days of holidays and five (5) short term illness days) to be used for holidays, vacation and short-term illnesses. Said personal leave shall accrue at the rate of 12 hours each two-week pay period and said leave shall continue to accrue during periods when employee is actively using said personal leave time. Except as set forth herein, Employee's use of personal leave shall conform to the policy of the District regarding use of personal leave.

(e) Long-Term Sick Leave. Employee shall be entitled to seven (7) days of long-term sick leave each year to be used for long-term illnesses or in the event of a work-related injury. Said long-term sick leave shall accrue at the rate of 2.16 hours each two-week pay period and shall continue to accrue during periods when Employee is actively using said long-term sick leave or personal leave. Except as set forth herein,

Employee's use of long-term sick leave shall conform to the policy of the District regarding use of long-term sick leave.

(f) Long-Term Disability. The District shall maintain its standard Chief Executive Officer's long-term disability policy for Employee, subject to acceptance of Employee by the Long-Term Disability carrier.

(g) Retirement Benefits. The Employee shall be entitled to the same retirement benefits as are provided to other management employees of the District.

(h) Medical and Life Insurance. Employee shall be entitled to term life insurance coverage in the amount of Five Hundred Thousand Dollars (\$500,000.00), the premiums for said coverage to be paid for by the District during the term of this Agreement. Employee and his dependents shall be entitled to medical insurance benefits, the premiums for said coverage to be paid for by the District during the term of this Agreement.

(i) Automobile. In order to reimburse Employee for expenses related to the business use of Employee's automobile, and automobiles rented by Employee, and as part of Employee's compensation, the District shall pay to Employee the sum of Seven Thousand Five Hundred Dollars (\$7,500) per year prorated over Two Thousand Eighty (2080) hours. This additional sum shall be paid on the same day that Employee's salary is paid. If the actual business-related automobile expenses incurred by Employee in any one month are less than the sum herein agreed to be paid by the District, Employee shall be entitled to retain the excess. Further, Employee shall be entitled to mileage reimbursement at the rate established by District for business travel outside of the boundaries of the Hospital District.

(j) Reimbursement of Expenses other than Auto. The District shall reimburse Employee for reasonable expenses necessarily incurred by Employee in the performance of his duties as Chief Executive Officer. Said expenses shall include but not be limited to payment of professional dues, participation in annual professional meetings and one annual CME course to be reimbursed consistent with existing District policy regarding reimbursement of expenses.

6. TERMINATION OF AGREEMENT.

(a) Employment at will. The Parties to this Agreement expressly acknowledge that, pursuant to Health and Safety Code Section 32121 (h), Employee serves at the pleasure of the Board of Directors of the District. Employee may be terminated at any time with or without cause at the sole discretion of the Board of Directors. The Board of Directors recognizes that Employee may terminate his employment at any time with or without cause to do so.

(b) Notwithstanding anything else contained in this Agreement, the terms and provisions of this Agreement shall terminate automatically and immediately upon the death of Employee. In the event of such occurrence, all benefits of this Agreement shall cease to accrue immediately.

(c) In the event the District elects to terminate this Agreement for cause, all benefits of this Agreement shall cease to accrue immediately upon written notice of the termination of the Agreement. Termination for cause shall be limited to the following:

(1) Employee engages in or assists others in the commission of illegal acts in relation to the performance of his duties for the District; or

(2) Employee is engaged in fraud, deceit, dishonesty, falsification of records, gross misconduct, willful misconduct, intentional misrepresentation, insubordination, embezzlement in connection with the performance of his duties for the District.

(3) Employee's habitual neglect of duty in connection with the performance of his duties for the District.

(d) In the event that the District elects to terminate this Agreement for any reason other than a reason set forth in subparagraph (c), above, the District agrees to continue to pay the base salary and life and health insurance for Employee for a maximum period of up to 18 months; however such obligation to continue to pay base salary and life and health insurance premiums shall cease if Employee files an administrative claim or lawsuit against the District based on or related to his employment with the District or the termination of his employment with the District or upon Employee's death.

(e) If by reason of any physical or mental incapacity, the Employee has been or will be prevented from properly performing his duties under this Agreement for more than ninety (90) consecutive days in any 365 day period, and the Employee is not on an approved leave of absence, including, without limitation, family and/or medical or disability leave or worker's compensation leave, if applicable, then to the extent permitted by law, the District's Board of Directors may terminate this Agreement upon eight (8) weeks advance written notice to the Employee. The District shall pay the Employee all compensation and benefits set forth in this Agreement to which he is entitled up through the last day of the notice period; thereafter, all obligations of the District under this Agreement shall cease, unless otherwise stated or reserved. Nothing in this Section shall affect the Employee's rights under any applicable District disability and/or benefit plan/s. The District shall reimburse Employee for all COBRA premium payments, if applicable, for the maximum allowable COBRA period.

7. PERFORMANCE REVIEW.

(a) Annual Review. The District shall make reasonable efforts to provide Employee with a written performance review on an annual basis by December. Employee shall have the opportunity to discuss this review with the Board of Directors. If there are deficiencies in the performance of the Employee they shall be noted and suggestions for improvement provided to employee.

(b) Informal Review. The Board of Directors shall meet with Employee each calendar quarter, or on an as-needed basis, to informally discuss performance issues. These meetings may be held at the request of either the Board of Directors or Employee.

8. AGREEMENT. This Agreement supercedes the Employment Agreement entered into by the District and the Employee on September 25, 2008. This Agreement contains the entire understanding between the Parties, and the Parties expressly acknowledge that there are no other agreements, oral or written, and no other understandings or representations made by either Party to the other which have induced or caused the execution of this Agreement.

9. WAIVER OR MODIFICATION. No waiver or modification of this Agreement or any covenant, condition or limitation herein contained shall be valid unless in writing and executed by both Parties.

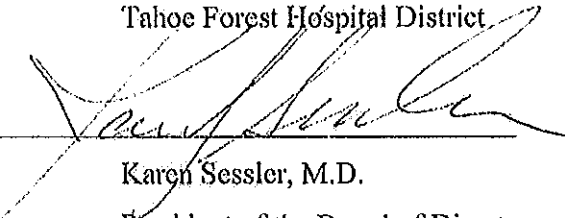
10. ARBITRATION. In the event that any dispute develops concerning the rights of either Party regarding the terms of this Agreement, the Parties may elect to submit that dispute to arbitration and may elect to accept as final and binding the decision of the duly selected arbitrator. Said arbitrator of the dispute shall comply with the rules developed by the American Arbitration Association for employment arbitrations. The prevailing Party in the arbitration shall be entitled to its reasonable attorney fees and costs.

11. BINDING EFFECT AND INTERPRETATION. This Agreement shall be binding on the respective Parties and their legal representatives, successors, and heirs. This Agreement shall be construed in accordance with the laws of the State of California.

Dated:

5/24/11

Tahoe Forest Hospital District

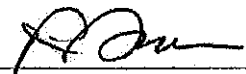


Karen Sessler, M.D.

President of the Board of Directors

Dated:

5/24/11



Robert Schapper

**CHIEF EXECUTIVE OFFICER
4001
SINGLE FACILITY**

Base Salary	# Fac	# EEs	Percentiles					Wtd Avg
			10th	25th	50th	75th	90th	
Statewide	185	185	\$198,880	\$247,998	\$319,303	\$392,678	\$511,554	\$335,830
Southern California	89	89	\$202,020	\$255,300	\$332,119	\$410,987	\$533,853	\$347,287
Northern California	96	96	\$195,687	\$238,250	\$314,684	\$383,765	\$469,005	\$325,208
By Number of Full-Time Equivalent Employees (FTEs)								
Under 400 Employees	55	55	\$175,500	\$197,150	\$230,000	\$277,036	\$376,950	\$245,165
300 - 800 Employees	57	57	\$204,860	\$256,715	\$300,000	\$351,132	\$415,500	\$305,675
700 - 1300 Employees	51	51	\$303,092	\$334,771	\$356,678	\$415,000	\$518,100	\$378,710
1200 - 2300 Employees	36	36	\$255,300	\$338,983	\$376,381	\$422,254	\$546,493	\$381,962
Over 2000 Employees	32	32	\$254,644	\$277,700	\$381,951	\$546,936	\$637,400	\$420,704
By Number of Occupied Beds								
Under 100 Beds	48	48	\$175,500	\$196,768	\$221,829	\$272,461	\$348,926	\$239,051
75 - 200 Beds	60	60	\$209,306	\$258,480	\$303,604	\$357,016	\$415,500	\$311,982
175 - 300 Beds	45	45	\$247,551	\$301,172	\$353,024	\$432,683	\$562,706	\$376,892
275 - 400 Beds	39	39	\$253,989	\$332,119	\$373,750	\$421,990	\$560,019	\$381,460
Over 350 Beds	38	38	\$237,342	\$336,383	\$384,848	\$529,426	\$621,871	\$425,519
By Total Operating Expenses (000s)								
Under \$50,000	43	43	\$175,500	\$195,000	\$210,912	\$250,000	\$390,000	\$230,531
\$25,000 - \$100,000	52	52	\$196,080	\$218,920	\$258,480	\$301,001	\$406,487	\$273,951
\$75,000 - \$200,000	56	56	\$255,230	\$301,172	\$335,883	\$390,551	\$463,025	\$345,380
\$150,000 - \$400,000	63	63	\$255,300	\$332,119	\$356,666	\$400,000	\$500,600	\$369,961
Over \$350,000	36	36	\$255,300	\$292,850	\$382,088	\$555,017	\$638,720	\$434,596
By Locale								
Urban/Suburban	148	148	\$209,306	\$276,058	\$338,909	\$402,987	\$529,426	\$353,922
Rural	37	37	\$182,192	\$198,586	\$238,500	\$301,563	\$432,505	\$263,461

Salary Structure	# Fac	# EEs	Salary Range			Spread %	Base Wtd Avg	Compa-Ratio
			Minimum	Midpoint	Maximum			
Statewide	117	117	\$265,904	\$332,188	\$398,473	50%	\$335,830	101%
Southern California	58	58	\$268,550	\$338,974	\$409,398	52%	\$347,287	102%
Northern California	59	59	\$263,302	\$325,517	\$387,732	47%	\$325,208	106%
By Locale								
Urban/Suburban	95	95	\$274,394	\$342,865	\$411,336	50%	\$353,922	103%
Rural	22	22	\$229,239	\$286,082	\$342,925	50%	\$263,461	92%

Annual Bonus	# Fac	# EEs	Percentiles			Base Wtd Avg	Average Bonus	Average Target %
			25th	50th	75th			
Statewide	118	118	\$72,170	\$99,558	\$144,420	\$335,830	\$112,634	31%
Southern California	52	52	\$82,842	\$105,539	\$151,953	\$347,287	\$122,932	33%
Northern California	66	66	\$61,300	\$93,778	\$138,281	\$325,208	\$104,521	30%

Total Cash	# Fac	# EEs	Percentiles					Wtd Avg
			10th	25th	50th	75th	90th	
Statewide	186	186	\$208,542	\$269,180	\$396,577	\$499,585	\$595,980	\$407,672
Southern California	89	89	\$209,384	\$291,180	\$416,000	\$504,562	\$619,113	\$419,112
Northern California	96	96	\$206,350	\$262,323	\$385,371	\$490,573	\$568,521	\$397,067

* No data is displayed for jobs with less than 5 respondents or where a facility represents a disproportionate percentage of the data.
 † Salary structure information includes data from organizations with no incumbent(s) currently in position.

CONTRACT ROUTING FORM

Email Completed Form to Executive Assistant (pbarrett@tfhd.com) for Processing and Compliance Review

NEW CONTRACT <input type="checkbox"/>		AMEND SCOPE <input type="checkbox"/>		AMEND TERM <input type="checkbox"/>		AUTO RENEW <input checked="" type="checkbox"/>		BAA <input type="checkbox"/>	
ORIGINATING DEPARTMENT: IVCH Administration				CONTACT PERSON: <u>Judy Newland</u> PHONE: 4220					
RESPONSIBLE ADMINISTRATIVE COUNCIL (AC): CEO <input type="checkbox"/> CFO <input type="checkbox"/> COO <input type="checkbox"/> CNO <input type="checkbox"/> CIO <input type="checkbox"/> IVCH <input checked="" type="checkbox"/>									
REQUIRES BOARD GOVERNANCE COMMITTEE REVIEW? NO <input type="checkbox"/> YES <input checked="" type="checkbox"/> MEETING DATE: <u>Straight to Board</u> COMMITTEE RECOMMENDS:									
TYPE OF CONTRACT:									
Physician Professional Service Agreement (P-PSA)				<input checked="" type="checkbox"/> Type: <u>IVCH ED On Call for Medicine</u>					
Physician Medical Director Agreement (MDA)				<input type="checkbox"/> Type: _____					
Vendor Professional Service Agreement (V-PSA)				<input type="checkbox"/> Type: _____					
Other _____				<input type="checkbox"/> Type: _____					
❖ Business Associated Agreement Required?				YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>					
CONTRACTOR/VENDOR DETAILS: <i>If needed, additional instructions and information may be provided on Page 2</i>									
LEGAL NAME OF CONTRACTOR/ VENDOR: <u>Diane Higgins, M.D.</u>									
Purpose of the Contract/Alternatives: To provide Emergency Department Medicine On Call services for patients presenting to or admitted through the IVCH Emergency Department.									
Scope of the Contract: Provide on call coverage of Specialty Services to the IVCH Emergency Department and make himself/herself available for such specific coverage shifts designated in advance on the ED monthly call calendar. Respond to provide on call services to IVCH Emergency Department as soon as possible, but no later than 60 minutes following request to see patient.									
DATES OF CONTRACT:			EFFECTIVE DATE: 2-1-2015			END DATE: 1-31-2016			
Version History:			Original Effective date: Renewal Dates: annually Amendment Dates: 1-1-2011						
PHYSICIAN CONTRACTS: FOR STARK LAW COMPLIANCE, THE TERMS OF THIS CONTRACT CANNOT CHANGE FOR 1 YEAR									
Compensation Structure: <i>Include "other comp" (i.e. education, phone stipend, etc.)</i> Physician shall be paid \$250.00 per 24-hour call period. Holiday Pay: Physician shall be paid \$375.000 per 24-hour holiday call period.									
Contract Term: <i>(anything other than Net 30 requires AC approval)</i>									
Total Cost of Contract:			\$31,125.00						
Compensation Audit Process:			<i>See Policies AGOV-10 and ABD-21</i>						
Is Cost of Contract Budgeted?			YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>						
If NOT budgeted or exceeds budgeted amount, identify the offset:									
TFHS Primary Responsible Party:			Judy Newland						
TFHS Secondary Responsible Party:									

ORIGINATING DEPARTMENT: IVCH Administration	CONTACT PERSON: <u>Judy Newland</u> Phone: 4220
--	--

LEGAL NAME OF CONTRACTOR/ VENDOR: <u>Diane Higgins, M.D.</u>
--

REQUIRED COMPLIANCE INFORMATION	
Commercially Reasonable Verified Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/>	Compliance Officer Signatures: 
Fair Market Value Verified Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/>	

CONTRACTOR INFORMATION	
Contractor Representative Name:	<u>Diane Higgins, M.D.</u>
Mailing Address:	<u>880 Alder Ave., Incline Village NV</u>
Telephone and Fax Number:	Phone: <u>775-888-4212</u> Fax: _____
Email Address of Contact:	<u>dhiggins@tfhd.com</u>
Accounts Receivable Representative:	_____

REQUIRED FINANCIAL INFORMATION	
W-9 and Certificates of Insurance Must Be Submitted with any Contract	

ADDITIONAL INFORMATION	
------------------------	--

Fair Market Value (FMV) & Commercial Reasonableness (CR): At the rate of \$250. per 24 hour shift (and 1.5 times that amount for holiday coverage) this contract is within FMV for this physician. The contract meets CR because state and federal law (EMTALA) mandate that the hospital ensure 24/7 availability of emergency on-call services irrespective of the patient's ability to pay and this contract helps ensure the hospital's regulatory compliance with that requirement.

Reference:
 Policy ABD – 21 Physician and Professional Service Agreements
 Policy AGOV – 10 Contract Review Policy
 Policy AFIN – 03 Accounts Payable Policy

*W-9s are required for any contract on which we are making payments.
 Certificates of Insurance are required for any contract in which any service is being provided.*

THIS SECTION FOR CONTRACTS COORDINATOR USE ONLY:	
--	--

W-9 Received? Yes: <input type="checkbox"/> No: <input type="checkbox"/>	Certificate of Insurance Received? Yes: <input type="checkbox"/> No: <input type="checkbox"/>
New Vendor information Sent to Accounts Payable? Yes: <input type="checkbox"/> No: <input type="checkbox"/>	Email a copy of Section D (page 2) of the completed Routing Form to A/P. This is required for A/P to process their payments.

Contracts Review:	
_____	_____
Date	Initials
CFO Review:	
_____	_____
Date	Initials

BOARD ACTION: _____	MEETING DATE: _____
Out for TFHD Signature: _____	Date: _____
Out for Vendor Signature: _____	Date: _____
Uploaded to Contracts System: _____	Date: _____
Trigger dates set: YES <input type="checkbox"/> NO <input type="checkbox"/>	
CONTRACT #: _____ (i.e. 10001)	Document Reference: _____ (i.e. #####.C)

TAHOE FOREST HOSPITAL DISTRICT
INCLINE VILLAGE AGREEMENT
AMENDMENT AGREEMENT
MEDICINE COVERAGE AGREEMENT

This amendment is made and executed at Truckee, California on the first day of November, 2011 by and between Tahoe Forest Hospital District (Hospital) and Dianne Higgins, MD (Physician) and shall amend and become a part of a certain Agreement made between the parties dated February 1, 2009 and subsequent Amendment.

NOW, THEREFORE, the parties agree as follows:

1. Paragraph 5.1 Compensation is hereby amended to read: 5.1.1 Physician shall be paid: their current stipend (base stipend \$250.00) plus one half of that value (\$125.00) or 1 ½ their regular stipend; which is (\$250.00 + \$125.00 = \$375.00) per 24 hours worked on the following holidays: New Year's Day, President's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Christmas Eve Day, Christmas Day, and New Years Eve Day.

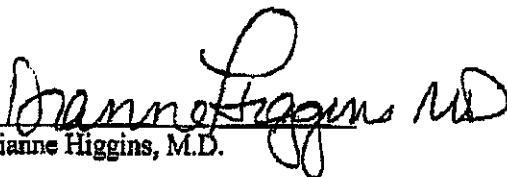
Except as specifically revised by this Amendment, all terms and conditions of the Agreement dated February 1, 2009 and subsequent Amendment shall remain in full force and effect.

AGREED:

TAHOE FOREST HOSPITAL DISTRICT

BY: 
Robert A. Schapper
Chief Executive Officer

Date: 1/9/12

BY: 
Dianne Higgins, M.D.

Date: 1/5/2012

**INCLINE VILLAGE COMMUNITY HOSPITAL
MEDICINE COVERAGE AGREEMENT**

This agreement ("Agreement"), is made and entered into effective this 1st day of February, 2009 by and between TAHOE FOREST HOSPITAL DISTRICT ("District"), and Dianne Higgins, M.D. ("Physician") with respect to the following:

RECITALS

District operates a licensed hospital in Incline Village, Nevada (Incline Village Community Hospital, hereinafter referred to as "Hospital") providing, among other services, medical, surgical and emergency medical care services.

District has determined that there is a need in the Hospital for the availability of qualified Medicine physicians to be available on an on-call basis to provide medical services for Hospital patients in need of emergency care.

Physician is licensed to practice medicine in the State of Nevada and is qualified to provide professional general medicine services ("Specialty Services" or "Specialty").

Physician desires to provide such Services to Hospital patients under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the covenants and conditions contained herein, and other valuable consideration, the parties agree as follows:

AGREEMENT

1. Physician Services.

- 1.1 Physician shall provide Specialty and Specialist Services to District and to patients at the Hospital. These Services shall be performed in accordance with the terms of this Agreement and in accordance with the Bylaws and Rules and Regulations of Hospital's Medical Staff. The professional activities of the physicians performing such Specialty and Specialist Services shall be subject to such reviews as may be required hereunder or in accordance with the Medical Staff Bylaws, Rules and Regulations or District policy. Physician shall assure such services are provided consistent with Nevada and federal law, and the standards of the District.
- 1.2 Physician shall:
 - 1.2.1 Provide on call services for the Emergency Department and make himself/herself available for these specific shifts designated in advance on the monthly call calendar.

- 1.2.2 Be available for call for Specialty services during the 24-hour period designated by physician's specialty (actual shift start and end times may vary by specialty).
- 1.2.3 Be able to respond to and provide Services at Hospital as soon as possible, but not later than 60 minutes following the request to provide such services.

2. Qualifications.

- 2.1 Physician shall assure that all physicians performing services hereunder maintain on an unrestricted basis:
 - 2.1.1 Nevada licensure as a physician;
 - 2.1.2 Federal DEA registration;
 - 2.1.3 Medical Staff membership and appropriate physician privileges at Hospital;
 - 2.1.4 Professional liability coverage as set forth herein.

3. Nondiscrimination and Compliance with Law.

- 3.1 In providing services under this Agreement, Physician shall comply with all applicable nondiscrimination laws and all laws applicable to the provision of emergency services, including without limitation:
 - 3.1.1 As a recipient of federal financial assistance, Tahoe Forest Hospital and Incline Village Community Hospital (Tahoe Forest Hospital District) do not exclude/deny benefits to or otherwise discriminate against any person on the grounds of race, color, national origin, sex, sexual orientation or religion, or on the basis of disability or age in admission to, participation in or receipt of the services and benefits of any of its programs and activities or in the employment therein, whether carried out by Tahoe Forest Hospital or Incline Village Community Hospital directly or through a contractor or any other entity with whom Tahoe Forest Hospital or Incline Village Community Hospital arranges to carry out its programs and activities.

This statement is in accordance with the provision of the Title VI of the Civil Rights Act of 1965, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, American with Disabilities Act (ADA) of 1990, the regulations of the United States Department of Health and Human Services issued pursuant to the Acts, Title 45 Code Of Federal Regulation, Part 80, 84 and 91, and the California Fair Employment and

Housing Act. Other federal and state laws and regulations provide similar protection against discrimination on grounds of sex and creed.

3.1.2 The federal Emergency Medical Treatment and Active Labor Act (“EMTALA”).

4. Independent Contractor

4.1 In performance of Physician’s duties and obligations under this Agreement, it is mutually understood and agreed that Physician is at all times acting and performing professional services as an independent contractor, and nothing in this Agreement is intended nor shall be construed to create any employer/employee, partnership, joint venture or landlord/tenant relationship between the parties. Hospital shall neither have nor exercise any control or direction over the methods by which physicians shall perform professional services. The sole interest and responsibility of Hospital is to assure that the services covered by this Agreement shall be performed and rendered in a competent, efficient and satisfactory manner. The standards of medical practice and professional duties of Physician shall be determined by the Hospital Medical Staff, and all applicable provisions of law and other rules and regulations of any and all governmental authorities relating to licensure and regulation of physicians and hospitals shall be fully complied with by the parties.

5. Compensation

- 5.1 In return for Physician’s provision of Specialty Services and all other services and obligations under this Agreement, Hospital shall pay Physician, Two Hundred and Fifty Dollars (\$250.00) per 24-hour call period.
- 5.2 Physician shall provide to the Medical Staff Coordinator appropriate documentation of such services to assist the Hospital in documenting charges for Specialty and Specialist Services provided under this Agreement.
- 5.3 Physician shall bill and collect for professional services Physician provides pursuant to this Agreement in compliance with applicable laws, customary professional practices, and the Medicare and Medical Programs, and other third-party payor programs, whether public or private.

6. Term and Termination

- 6.1 This Agreement shall be effective on February 1, 2009, and will automatically renew on each successive anniversary date, unless either party gives the other written notice of an intent not to renew prior to the anniversary date.
- 6.2 Notwithstanding any other provision in this Agreement, this Agreement may be terminated on the first to occur of the following:

- 6.2.1 Either party, at any time during the term of this Agreement, may terminate this Agreement with or without cause upon giving the other party at least thirty (30) days advance written notice.
- 6.2.2 Either party may terminate this Agreement on at least fourteen (14) days Written notice to the other party if the party to whom such notice is given is in material breach of this Agreement. The party claiming the right to terminate hereunder shall set forth in the notice of intended termination the facts underlying its claim that the other party is in breach of this Agreement. Remedy of such breach within ten (10) days of the receipt of such notice shall revive the Agreement in effect for the remaining term.

7. Professional Liability Coverage

- 7.1 Physician shall, at Physician's sole cost and expense, maintain professional liability coverage covering all services performed by Physician under this Agreement in a form acceptable to District with liability limits of not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) aggregate per year, which insures Physician against any act, error or omission for which Physician may be liable as a result of the practice of medicine. Physician shall provide District with certificates evidencing the coverage required under this Section and providing for not less than twenty (20) days notice to District of the cancellation of such coverage. Physician shall promptly notify District of any cancellation, reduction, or other material change in the amount or scope of any coverage(s) required under this section.
- 7.2 If the professional liability coverage procured pursuant to this Section is on a "claims made" rather than "occurrence" basis, Physician shall obtain extended reporting malpractice coverage ("tail" coverage) upon the occurrence of any of the following:
 - 7.2.1 Termination or expiration of this Agreement if such event will result in a gap in coverage;
 - 7.2.2 Any change of coverage by Physician if such change will result in a gap in coverage; or
 - 7.2.3 Amendment, reduction or other material change in the then existing professional liability coverage of Physician if such amendment, reduction or other material change will result in a gap in coverage.

8. Notice

- 8.1 Written notice required under this Agreement shall be delivered personally or sent by United States mail, postage prepaid, and addressed or delivered to the parties at

the following addresses (or such other address as may hereafter be designated by a party by written notice thereof to the other party)

If to Physician: Dianne Higgins, M.D.
686 Lakeshore Blvd
Incline Village, NV 89451

If to District: Attention: Administration
Tahoe Forest Hospital District
10121 Pine Avenue
Truckee, CA 96161

8.2 If personally delivered, such notice shall be effective upon delivery, and if mailed as provided for above, such notice shall be effective two (2) days after it is placed in the mail.

9. **Compliance.**

9.1 Nothing in this Agreement is intended or shall require either party to violate the Nevada or federal prohibitions on payments for referrals, and this Agreement shall not be interpreted to:

9.1.1 Require Physician to make referrals to District, be in a position to make or influence referrals to District, or otherwise generate business for District.

9.1.2 Restrict any Physician from establishing staff privileges at, referring any service to, or otherwise generating any business for any other entity of his choosing.

9.2 The parties recognize that this Agreement may be subject to amendment to reflect such laws and implementing regulations and to new legislation. Any provision of law that invalidates, or otherwise is inconsistent with the terms of this Agreement, or that would cause one or both of the parties to be in violation of law, shall be deemed to have superseded the terms of this Agreement, provided, however, that the parties shall exercise their best efforts to accommodate the terms and intent of this Agreement to the greatest extent possible consistent with the requirement of law.

10. **Facilitation.**

10.1 Each party agrees promptly to perform any further acts and to execute, acknowledge and deliver any documents which may be reasonably necessary to carry out the provisions of this Agreement or effect its purposes.

11. **Entire Agreement.**

11.1 This Agreement contains the entire agreement between the parties and supersedes any and all prior offers, representations and agreements, oral and in writing, between the parties regarding the subject matter hereof. Any modification of this Agreement will be effective only if it is in writing and signed by both parties to this Agreement.

12. **Assignment.**

12.1 Neither party may assign its rights or delegate its duties hereunder without the prior written consent of the other.

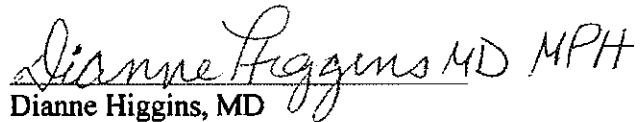
IN WITNESS WHEREOF, the parties hereto execute this Agreement as set forth below.

DISTRICT

PHYSICIAN



Robert A. Schapper
Chief Executive Officer



Dianne Higgins, MD

Date: _____

3/12/09

Date: _____

03 17 09

CONTRACT ROUTING FORM

Email Completed Form to Executive Assistant (pbarrett@tfhd.com) for Processing and Compliance Review

NEW CONTRACT <input type="checkbox"/>		AMEND SCOPE <input type="checkbox"/>		AMEND TERM <input type="checkbox"/>		AUTO RENEW <input checked="" type="checkbox"/>		BAA <input type="checkbox"/>	
ORIGINATING DEPARTMENT: Tahoe Forest Skilled Nursing Facility				CONTACT PERSON: <u>Karen Gancitano</u> PHONE: <u>530-582-6316</u>					
RESPONSIBLE ADMINISTRATIVE COUNCIL (AC):		CEO <input checked="" type="checkbox"/>	CFO <input type="checkbox"/>	COO <input type="checkbox"/>	CNO <input checked="" type="checkbox"/>	CIO <input type="checkbox"/>	IVCH <input type="checkbox"/>		
REQUIRES BOARD GOVERNANCE COMMITTEE REVIEW? NO <input type="checkbox"/> YES <input checked="" type="checkbox"/>								MEETING DATE: <u>Straight to Board</u> COMMITTEE RECOMMENDS:	
TYPE OF CONTRACT:									
Physician Professional Service Agreement (P-PSA)				<input type="checkbox"/> Type: _____					
Physician Medical Director Agreement (MDA)				<input type="checkbox"/> Type: _____					
Vendor Professional Service Agreement (V-PSA)				<input type="checkbox"/> Type: _____					
Other <u>Dental Coverage Agreement</u>				<input checked="" type="checkbox"/> Type: <u>Dental Coverage Agreement</u>					
❖ Business Associated Agreement Required?				YES <input type="checkbox"/> NO <input type="checkbox"/>					
CONTRACTOR/VENDOR DETAILS: <i>If needed, additional instructions and information may be provided on Page 2</i>									
LEGAL NAME OF CONTRACTOR/ VENDOR: <u>Leslie Joseph, D.D.S.</u>									
Purpose of the Contract/Alternatives: Hospital operates a licensed general acute care hospital providing, among other services, dental and emergency medical services. Dentist shall provide Specialty Services to Hospital and to patients at the Hospital.									
Scope of the Contract: Provide upon request of Hospital or authorized physician, Specialty Services to patients requiring such care in the Hospital's emergency department, and to other patients who otherwise may require such care on an emergency basis in the Hospital ("Specialty Services").									
DATES OF CONTRACT:				EFFECTIVE DATE: <u>December 1, 2014</u> END DATE: <u>November 30, 2015</u>					
Version History:				Original Effective date: <u>February 1, 2008</u> Renewal Dates: Amendment Dates:					
PHYSICIAN CONTRACTS: FOR STARK LAW COMPLIANCE, THE TERMS OF THIS CONTRACT CANNOT CHANGE FOR 1 YEAR									
Compensation Structure: <i>Include "other comp" (i.e. education, phone stipend, etc.)</i> <u>Up to a maximum of \$200.00 per 24 hours period when called in for consultation or surgical services by Emergency Room personnel</u>									
Contract Term: <i>(anything other than Net 30 requires AC approval)</i> <u>Net 30</u>									
Total Cost of Contract:				<u>\$200.00 per 24 hours period when called</u>					
Compensation Audit Process:				<u>See Policies AGOV-10 and ABD-21</u>					
Is Cost of Contract Budgeted?				YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>					
If NOT budgeted or exceeds budgeted amount, identify the offset:									
TFHS Primary Responsible Party:				<u>Karen Gancitano</u>					
TFHS Secondary Responsible Party:				<u>Max Hambrick</u>					

ORIGINATING DEPARTMENT: Tahoe Forest Skilled Nursing Facility	CONTACT PERSON: Karen Gancitano Phone: 530-582-6316
--	--

LEGAL NAME OF CONTRACTOR/ VENDOR: Leslie Joseph, D.D.S.

REQUIRED COMPLIANCE INFORMATION	
Commercially Reasonable Verified Yes: <input type="checkbox"/> No: <input type="checkbox"/>	Compliance Officer Signature: <i>Pending ECG FMV</i>
Fair Market Value Verified Yes: <input type="checkbox"/> No: <input type="checkbox"/>	

CONTRACTOR INFORMATION	
Contractor Representative Name:	Leslie Joseph, DDS
Mailing Address:	10800 Donner Pass Road #204; Truckee, CA 96161
Telephone and Fax Number:	Phone: 530-587-1074 Fax:
Email Address of Contact:	
Accounts Receivable Representative:	

REQUIRED FINANCIAL INFORMATION	
W-9 and Certificates of Insurance Must Be Submitted with any Contract	

ADDITIONAL INFORMATION	
<p>Contract is set to auto renew on current terms. If needed, an amendment may be prepared and presented to the Board for approval once FMV is received from ECG.</p> <p style="text-align: right;"><i>Joseph</i> <i>11/14/14</i></p>	

Reference:
 Policy ABD – 21 Physician and Professional Service Agreements
 Policy AGOV – 10 Contract Review Policy
 Policy AFIN – 03 Accounts Payable Policy

*W-9s are required for any contract on which we are making payments.
 Certificates of Insurance are required for any contract in which any service is being provided.*

THIS SECTION FOR CONTRACTS COORDINATOR USE ONLY:			
W-9 Received?	Yes: <input type="checkbox"/> No: <input type="checkbox"/>	Certificate of Insurance Received?	Yes: <input type="checkbox"/> No: <input type="checkbox"/>
New Vendor information Sent to Accounts Payable?	Yes: <input type="checkbox"/> No: <input type="checkbox"/>	Email a copy of Section D (page 2) of the completed Routing Form to A/P. This is required for A/P to process their payments.	

Contracts Review:	
_____	_____
Date	Initials
CFO Review:	
_____	_____
Date	Initials

BOARD ACTION: _____	MEETING DATE: _____
Out for TFHD Signature: _____	Date: _____
Out for Vendor Signature: _____	Date: _____
Uploaded to Contracts System: _____	Date: _____
Trigger dates set: YES <input type="checkbox"/> NO <input type="checkbox"/>	
CONTRACT #: _____	Document Reference: _____
(i.e. 10001)	(i.e. #####.C)

DENTAL COVERAGE AGREEMENT

This agreement ("Agreement"), is made and entered into effective the 1st day of February, 2008, by and between TAHOE FOREST HOSPITAL DISTRICT ("Hospital"), and Leslie Joseph, D.D.S. ("Dentist"), with respect to the following:

RECITALS

Hospital operates a licensed general acute care hospital providing, among other services, dental and emergency medical services.

Hospital has determined that there is a need in the Hospital for the availability of qualified dentists to be available on an on-call basis to provide medical services for Hospital patients in need of emergency care..

Physician is licensed to practice dentistry in the State of California and is qualified to provide professional dental services ("Specialty Services" or "Specialty");

Dentist desires to provide such specialty Services to Hospital patients under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the covenants and conditions contained herein, and other valuable consideration, the parties agree as follows:

AGREEMENT

1. Dental Services.

1.1 Dentist shall provide Specialty Services to Hospital and to patients at the Hospital. These Services shall be performed in accordance with the terms of this Agreement and in accordance with the Bylaws and Rules and Regulations of Hospital's Medical Staff. The professional activities of the dentists performing such Specialty Services shall be subject to such reviews as may be required hereunder or in accordance with the Medical Staff Bylaws, Rules and Regulations or Hospital policy. Dentist shall assure such services are provided consistent with California and federal law, and the standards of the Hospital.

1.2 Dentist shall:

1.2.1 Provide, upon request of Hospital or authorized physician, Specialty Services to patients requiring such care in the Hospital's emergency department, and to other patients who otherwise may require such care on an emergency basis in the Hospital (collectively referred to herein as "Specialty Services"). Dentist shall respond to and provide Specialty Services at Hospital as soon as possible, but not later than 60 minutes following the request to provide such services.

1.2.2 Cooperate with Hospital and members of the Hospital's Medical Staff, including Hospital's emergency department physicians, to promote the efficient provision of Specialty Services.

2. Qualifications.

2.1 Dentist shall assure that the following be maintained on an unrestricted basis:

2.1.1 California licensure as a dentist;

2.1.2 Federal DEA registration;

2.1.3 Medical Staff membership and appropriate physician privileges at Hospital;

2.1.4 Professional liability coverage as set forth herein.

3. Nondiscrimination and Compliance with Law. In providing services under this Agreement, Dentist shall comply with all applicable nondiscrimination laws and all laws applicable to the provision of emergency services, including without limitation (a) California Health & Safety Code Section 1317.3, which requires that physicians not refuse to provide emergency care and services to patients on the basis of race, ethnicity, religion, national origin, citizenship, age, sex, preexisting medical condition, physical or mental handicap, insurance status, economic status, or ability to pay for medical services, except to the extent that a circumstance such as age, sex, preexisting medical condition, or physical or mental handicap is medically significant to the provision of appropriate medical care to the patient, and (b) the federal Emergency Medical Treatment and Active Labor Act ("EMTALA").

4. Independent Contractor. In performance of Dentist's duties and obligations under this Agreement, it is mutually understood and agreed that Dentist is at all times acting and performing professional services as an independent contractor, and nothing in this Agreement is intended nor shall be construed to create any employer/employee, partnership, joint venture or landlord/tenant relationship between the parties. Hospital shall neither have nor exercise any control or direction over the methods by which Dentist shall perform professional services. The sole interest and responsibility of Hospital is to assure that the services covered by this Agreement shall be performed and rendered in a competent, efficient and satisfactory manner. The standards of medical practice and professional duties of Dentist shall be determined by the Hospital Medical Staff, and all applicable provisions of law and other rules and regulations of any and all governmental authorities relating to licensure and regulation of physicians and hospitals shall be fully complied with by the parties.

5. Compensation.

5.1 In return for Dentist's provision of Specialty Services and all other services and obligations under this Agreement, Hospital shall pay Dentist a maximum of \$200.00 in a 24 hour period when called in for consultation or surgical services by Emergency Room personnel. Dentist shall provide appropriate documentation of such services to assist the Hospital in documenting charges for Specialty Services provided under this Agreement.

5.2 Dentist shall bill and collect for professional services Dentist provides pursuant to this Agreement in compliance with applicable laws, customary professional practices, and the Medicare and Medical Programs, and other third-party payor programs, whether public or private.

6. Term and Termination.

6.1 This Agreement is effective on February 1, 2008, and will automatically renew on each successive anniversary date, unless either party gives the other written notice of an intent not to renew prior to the anniversary date.

6.2 Notwithstanding any other provision in this Agreement, this Agreement may be terminated on the first to occur of the following:

6.2.1 Either party, at any time during the term of this Agreement, may terminate this Agreement with or without cause upon giving the other party at least thirty (30) days advance written notice.

6.2.2 Either, party may terminate this Agreement on at least fourteen (14) days written notice to the other party if the party to whom such notice is given is in material breach of this Agreement. The party claiming the right to terminate hereunder shall set forth in the notice of intended termination the facts underlying its claim that the other party is in breach of this Agreement. Remedy of such breach within ten (10) days of the receipt of such notice shall revive the Agreement in effect for the remaining term.

7. Professional Liability Coverage.

7.1 Dentist shall, at Dentist's sole cost and expense, maintain professional liability coverage covering all services performed by Dentist under this Agreement in a form acceptable to Hospital with liability limits of not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) aggregate per year, which insures Dentist against any act, error or omission for which Dentist may be liable as a result of the practice of medicine. Dentist shall provide Hospital with certificates evidencing the coverage required under this Section and providing for not less than twenty (20) days notice to Hospital of the cancellation of such coverage. Dentist shall promptly notify Hospital of any cancellation, reduction, or other material change in the amount or scope of any coverage(s) required under this section.

7.2 If the professional liability coverage procured pursuant to this Section is on a "claims made" rather than "occurrence" basis, Dentist shall obtain extended reporting malpractice coverage ("tail" coverage) upon the occurrence of any of the following:

7.2.1 Termination or expiration of this Agreement if such event will result in a gap in coverage;

7.2.2 Any change of coverage by Dentist if such change will result in a gap in coverage; or

7.2.3 Amendment, reduction or other material change in the then existing professional liability coverage of Dentist if such amendment, reduction or other material change will result in a gap in coverage.

8. Notice.

8.1 Written notice required under this Agreement shall be delivered personally or sent by United States mail, postage prepaid, and addressed or delivered to the parties at the following addresses (or such other address as may hereafter be designated by a party by written notice thereof to the other party)

Dentist: Leslie Joseph, D.D.S.
10800 Donner Pass Road #204
Truckee, CA 96161

Hospital: Tahoe Forest Hospital District
10121 Pine Avenue
Truckee, CA 96161
Attention: Robert A. Schapper

8.2 If personally delivered, such notice shall be effective upon delivery, and if mailed as provided for above, such notice shall be effective two (2) United States Postal Service delivery 10 days after it is placed in the mail.

9. Compliance.

9.1 Nothing in this Agreement is intended or shall require either party to violate the California or federal prohibitions on payments for referrals, and this Agreement shall not be interpreted to:

9.1.1 Require Dentist to make referrals to Hospital, be in a position to make or influence referrals to Hospital, or otherwise generate business for Hospital.

9.1.2 Restrict any Dentist from establishing staff privileges at, referring any service to, or otherwise generating any business for any other entity of his choosing.

9.2 The parties recognize that this Agreement may be subject to amendment to reflect such laws and implementing regulations and to new legislation. Any provision of law that invalidates, or otherwise is inconsistent with the terms of this Agreement, or that would cause one or both of the parties to be in violation of law, shall be deemed to have superseded the terms of this Agreement, provided, however, that the parties shall exercise their best efforts to accommodate the terms and intent of this Agreement to the greatest extent possible consistent with the requirements of law.

10. Facilitation. Each party agrees promptly to perform any further acts and to execute, acknowledge and deliver any documents which may be reasonably necessary to carry out the provisions of this Agreement or effect its purposes.

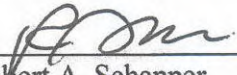
11. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes any and all prior offers, representations and agreements, oral and in writing, between the parties regarding the subject matter hereof. Any modification of this Agreement will be effective only if it is in writing and signed by both parties to this Agreement.

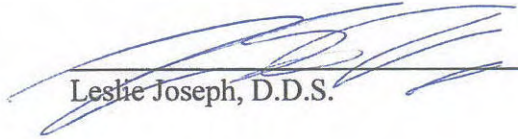
12. **Assignment.** Neither party may assign its rights or delegate its duties hereunder without the prior written consent of the other.

IN WITNESS WHEREOF, the parties hereto execute this Agreement as set forth below.

TAHOE FOREST HOSPITAL DISTRICT

DENTIST

By: 
Robert A. Schapper
Chief Executive Officer


Leslie Joseph, D.D.S.

Date: 9/26/08

Date: 9.17.08

CONTRACT ROUTING FORM

Email Completed Form to Executive Assistant (pbarrett@tfhd.com) for Processing and Compliance Review

NEW CONTRACT <input type="checkbox"/>		AMEND SCOPE <input type="checkbox"/>		AMEND TERM <input type="checkbox"/>		AUTO RENEW <input checked="" type="checkbox"/>		BAA <input type="checkbox"/>	
ORIGINATING DEPARTMENT: Medical Staff Services				CONTACT PERSON: Terri Schnieder PHONE: 582-6640					
RESPONSIBLE ADMINISTRATIVE COUNCIL (AC): CEO <input checked="" type="checkbox"/> CFO <input type="checkbox"/> COO <input type="checkbox"/> CNO <input type="checkbox"/> CIO <input type="checkbox"/> IVCH <input type="checkbox"/>									
REQUIRES BOARD GOVERNANCE COMMITTEE REVIEW? NO <input checked="" type="checkbox"/> YES <input type="checkbox"/> MEETING DATE: straight to Board COMMITTEE RECOMMENDS:									
TYPE OF CONTRACT:									
Physician Professional Service Agreement (P-PSA)				<input checked="" type="checkbox"/>	Type: ED On Call for General Surgery				
Physician Medical Director Agreement (MDA)				<input type="checkbox"/>	Type: _____				
Vendor Professional Service Agreement (V-PSA)				<input type="checkbox"/>	Type: _____				
Other _____				<input type="checkbox"/>	Type: _____				
❖ Business Associated Agreement Required?				YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>				
CONTRACTOR/VENDOR DETAILS: <i>If needed, additional instructions and information may be provided on Page 2</i>									
LEGAL NAME OF CONTRACTOR/ VENDOR: David Kitts, M.D.									
Purpose of the Contract/Alternatives: To provide Emergency Department General Surgery On Call services for patients presenting to or admitted through the Emergency Department. Alternative is to not provide these services and transfer all general surgery emergencies out of the area.									
Scope of the Contract: Provide on call coverage of Specialty Services to the Emergency Department and make/himself/herself available for such specific coverage shifts designated in advance on the ED monthly specialty on call calendar. Be continuously reachable by telephone and available for on - call services during each 24-hour period in which he/she is designated to provide Specialty Services coverage to the Emergency Department.									
DATES OF CONTRACT:			EFFECTIVE DATE: 1/1/2015			END DATE: 12/31/2015			
Version History:			Original Effective date: Renewal Dates: Amendment Dates: 11/2011						
PHYSICIAN CONTRACTS: FOR STARK LAW COMPLIANCE, THE TERMS OF THIS CONTRACT CANNOT CHANGE FOR 1 YEAR									
Compensation Structure: <i>Include "other comp" (i.e. education, phone stipend, etc.)</i> \$1,000 per each 24-hour call period Holiday Pay: Their current stipend plus one half of that value or \$1500 per 24 hours									
Contract Term: <i>(anything other than Net 30 requires AC approval)</i> N=30									
Total Cost of Contract:									
Compensation Audit Process:			See Policies AGOV-10 and ABD-21						
Is Cost of Contract Budgeted?			YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>						
If NOT budgeted or exceeds budgeted amount, identify the offset:									
TFHS Primary Responsible Party:									
TFHS Secondary Responsible Party:									

ORIGINATING DEPARTMENT: Medical Staff Services	CONTACT PERSON: Terri Schnieder Phone: 582-6640
--	---

LEGAL NAME OF CONTRACTOR/ VENDOR: David Kitts, M.D.
--

REQUIRED COMPLIANCE INFORMATION	
Commercially Reasonable Verified Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/> Fair Market Value Verified Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/>	Compliance Officer Signature: 

CONTRACTOR INFORMATION	
Contractor Representative Name:	David Kitts, M.D.
Mailing Address:	10956 Donner Pass Road, #210, Truckee, CA 96161
Telephone and Fax Number:	Phone: 530-550-8189 Fax: 530-550-8169
Email Address of Contact:	
Accounts Receivable Representative:	

REQUIRED FINANCIAL INFORMATION
W-9 and Certificates of Insurance Must Be Submitted with any Contract

ADDITIONAL INFORMATION
<p>Fair Market Value (FMV) & Commercial Reasonableness (CR): At the rate of \$1000 per 24 hour shift (and 1.5 times that amount for holiday coverage) this contract is within FMV for General Surgery On-Call services as determined by the independent FMV consultants retained to provide that opinion. The contract meets CR because state and federal law (EMTALA) mandate that the hospital ensure 24/7 availability of emergency on-call services irrespective of the patient's ability to pay and this contract helps ensure the hospital's regulatory compliance with that requirement.</p>

Reference:
 Policy ABD – 21 Physician and Professional Service Agreements
 Policy AGOV – 10 Contract Review Policy
 Policy AFIN – 03 Accounts Payable Policy

*W-9s are required for any contract on which we are making payments.
 Certificates of Insurance are required for any contract in which any service is being provided.*

THIS SECTION FOR CONTRACTS COORDINATOR USE ONLY:			
W-9 Received?	Yes: <input type="checkbox"/> No: <input type="checkbox"/>	Certificate of Insurance Received?	Yes: <input type="checkbox"/> No: <input type="checkbox"/>
New Vendor information Sent to Accounts Payable?	Yes: <input type="checkbox"/> No: <input type="checkbox"/>	<i>Email a copy of Section D (page 2) of the completed Routing Form to A/P. This is required for A/P to process their payments.</i>	

Contracts Review: _____ Date Initials CFO Review: _____ Date Initials	BOARD ACTION: _____ Out for TFHD Signature: Date: _____ Out for Vendor Signature: Date: _____ Uploaded to Contracts System: Date: _____	MEETING DATE: Receive Date: _____ Receive Date: _____ Trigger dates set: YES <input type="checkbox"/> NO <input type="checkbox"/>
	CONTRACT #: _____ (i.e. 10001)	Document Reference: _____ (i.e. #####.C)

TAHOE FOREST HOSPITAL DISTRICT
AMENDMENT AGREEMENT
GENERAL SURGERY COVERAGE AGREEMENT

This amendment is made and executed at Truckee, California on the first day of November, 2011 by and between Tahoe Forest Hospital District (Hospital) and David Kitts, MD (Physician) and shall amend and become a part of a certain Agreement made between the parties dated January 1, 2011 and subsequent Amendment.

NOW, THEREFORE, the parties agree as follows:

1. Paragraph 5 Compensation is hereby amended to read: 5.1.1 Physician shall be paid: their current stipend (base stipend \$1,000.00) plus one half of that value (\$500.00) or 1 ½ their regular stipend; which is (\$1,000.00 + \$500.00 = \$1,500.00) per 24 hours worked on the following holidays: New Year's Day, President's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Christmas Eve Day, Christmas Day, and New Years Eve Day.

Except as specifically revised by this Amendment, all terms and conditions of the Agreement dated 1/1/11 and subsequent Amendment shall remain in full force and effect.

AGREED:

TAHOE FOREST HOSPITAL DISTRICT

BY: 
Robert A. Schapper
Chief Executive Officer

DATE: 1/9/12

BY: 
David Kitts, M.D.

DATE: 12/8/11 11⁰⁰A

AGREEMENT TO PROVIDE COVERAGE OF EMERGENCY DEPARTMENT PROFESSIONAL SERVICES

This Agreement ("Agreement") is made and entered into effective this 1st day of January, 2011, by and between TAHOE FOREST HOSPITAL DISTRICT, a California local hospital district ("Hospital"), and DAVID KITTS, MD ("Physician") with respect to the following:

RECITALS

Hospital operates a licensed critical access hospital located in Truckee, California, providing, among other services, a basic emergency department ("Emergency Department").

Hospital has determined that there is a need to secure the availability of qualified physicians specializing in General Surgery Services to be available on an on-call basis to provide medical services for Hospital patients in need of emergency care.

Physician is licensed to practice medicine in the State of California and is qualified to provide professional general surgery services ("Specialty Services" or "Specialty");

Physician desires to provide such Specialty Services to Hospital patients in or admitted through its Emergency Department under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the covenants and conditions contained herein, and other valuable consideration, the parties agree as follows:

AGREEMENT

1. Physician Services.

1.1 Physician shall provide Specialty Services to Hospital patients in or admitted through the Emergency Department. These Specialty Services shall be performed in accordance with applicable law; the terms of this Agreement; applicable Hospital policies and procedures; and in accordance with the Bylaws, Rules and Regulations of Hospital's Medical Staff ("the Medical Staff Bylaws"). The professional activities of the physicians performing such Specialty Services shall be subject to such reviews as may be required hereunder or in accordance with the Medical Staff Bylaws or Hospital policy.

1.2 Physician shall:

1.2.1 Provide on call coverage of Specialty Services to the Emergency Department and make himself/herself available for such specific coverage shifts designated in advance on the Emergency Department's monthly specialty on call calendar.

- 1.2.2 Be continuously reachable by telephone and available for on-call services during each 24-hour period in which he/she is designated to provide Specialty Services coverage to the Emergency Department (actual start and end times may vary).
- 1.2.3 The on call response time is delineated in the Medical Staff Rules and Regulations.

2. **Physician's Representations and Warranties and Qualifications.**

2.1 Physician represents and warrants that he/she has never been, and shall at no time during the term of this Agreement become, excluded from the Medicare or Medi-Cal programs. Physician covenants that he/she shall, throughout the term of this Agreement:

- 2.1.1 Maintain at all times hereunder, without any limitation or restriction whatsoever: (i) a valid license to practice medicine in the state of California; (ii) a valid DEA number; and (iii) Medical Staff membership and appropriate clinical privileges as a member of the active staff at Hospital;
- 2.1.2 Maintain professional liability insurance coverage in accordance with the requirements governing Hospital's medical staff members, and including the commitment of his/her insurer to provide Hospital with at least thirty (30) days prior written notice before any modification or termination of such coverage occurs;
- 2.1.3 Unless otherwise agreed by Hospital in advance, Physician shall perform all Specialty Services personally, and not subcontract or delegate any of his/her obligations hereunder.
- 2.1.4 Abide by all applicable rules and regulations of Hospital and its Medical Staff, and comply with all rules, regulations, ordinances, laws and statutes of any governmental body having jurisdiction over Hospital or Physician.
- 2.1.5 Maintain certification or eligibility for certification by the appropriate specialty board of examiners for Specialty Services.

3. **Nondiscrimination and Compliance with Law.** In providing services under this Agreement, Physician shall comply with all applicable nondiscrimination laws and all laws applicable to the provision of emergency services, including without limitation (a) California Health & Safety Code Section 1317.3, which requires that physicians not refuse to provide emergency care and services to patients on the basis of race, ethnicity, religion, national origin, citizenship, age, sex, preexisting medical condition, physical or mental handicap, insurance status, economic status, or ability to pay for medical services, except to the extent that a circumstance such as age, sex, preexisting medical condition, or physical or mental handicap is medically significant to the provision of appropriate medical care to the patient, and (b) the federal Emergency Medical Treatment and Active Labor Act ("EMTALA").

4. **Independent Contractor.** In the mutual performance of Physician's duties and obligations under this Agreement, it is understood and agreed that Physician is at all times acting and performing professional services as an independent contractor of Hospital, and nothing in this Agreement is intended nor shall be construed to create any employer/employee, partnership, joint venture or landlord/tenant relationship between the parties. Hospital shall neither have nor exercise any control or direction over the methods by which physicians shall perform professional services. The sole interest and responsibility of Hospital is to assure that the services covered by this Agreement shall be performed and rendered in a competent, efficient and satisfactory manner. The standards of medical practice and professional duties of Physician shall be determined by the Hospital Medical Staff, and all applicable provisions of law and other rules and regulations of any and all governmental authorities relating to licensure and regulation of physicians and hospitals shall be fully complied with by the parties. Physician shall have no claim under this Agreement or otherwise against Hospital for Workers' Compensation, unemployment compensation, vacation pay, sick leave, retirement benefits, Social Security benefits, disability insurance benefits, unemployment insurance benefits, or any other benefits. Hospital shall not withhold on behalf of Physician any sums for income tax, unemployment insurance, Social Security or any other purposes, and all such withholdings or obligations shall be the sole responsibility of Physician.

5. **Compensation.**

5.1 In return for Physician's agreement to provide on-call Specialty Services and all other services and obligations under this Agreement: (i) Hospital shall pay Physician One Thousand Dollars (\$1,000.00) per each 24-hour call period; (ii) Hospital shall guarantee that Physician shall receive payment for each procedure (as defined by the applicable CPT code) provided to a patient who is uninsured or underinsured (as defined below) according to the methodology set forth in Exhibit "A" hereto. Hospital may adjust the payment methodology as necessary to insure that it does not exceed fair market value upon providing notice of any such adjustment to Physician.

5.2 "Uninsured or underinsured patients" includes any patient who does not have third party coverage from a public or private third party payor for the Specialty Services provided, or who does not otherwise have the right to be indemnified for the expense of such Specialty Services, whether by contract (such as a guarantee) or by operation of law (including, without limitation, by a tortfeasor), and who does not have the ability to pay his or her bill. In the event Physician does not participate in the Medi-Cal program, a Medi-Cal patient shall not be included as an uninsured patient for purposes of this Section 5. Hospital, at its discretion, may withhold payment for up to sixty (60) days in order to determine if patient is eligible for Medi-Cal or any other third party payment program which covers the Specialty Services.

- 5.3 Physician shall provide Hospital with a statement of services provided to an uninsured patient on a completed Form CMS-1500, together with any other information or documentation required by Hospital to document the services provided, establish appropriate payment, and confirm that the patient is uninsured. Physician shall use commercially reasonable efforts to bill and collect his or her fee and establish whether the patient is uninsured or underinsured, before submitting a claim to Hospital for compensation hereunder.
- 5.4 Physician hereby assigns to Hospital the right to bill and collect for all Specialty Services provided to uninsured patients for which compensation is claimed by Physician under this Section 5, and Physician agrees not to bill any payor or patient for any such Specialty Services. Physician shall fully cooperate with Hospital in obtaining documentation from the patient, and such other information concerning the Specialty Services provided to the patient, to reasonably allow the Hospital to bill and collect for any such services. The provision of appropriate documentation pursuant to this Section 5 by Physician to Hospital is an express condition precedent to the obligation of Hospital to compensate Physician for any Specialty Services Physician provides to uninsured patients.

6. Term and Termination.

- 6.1 This Agreement shall be effective on the date hereof for a term of one (1) year, and will automatically renew on each successive anniversary for up to four (4) additional one-year terms unless either party gives the other written notice of intent not to renew at least thirty (30) days prior to the anniversary date.
- 6.2 Notwithstanding any other provision in this Agreement, this Agreement may be terminated on the first to occur of the following:
- 6.2.1 Either party, at any time during the term of this Agreement, may terminate this Agreement with or without cause upon giving the other party at least ninety (90) days advance written notice.
- 6.2.2 Either party may terminate this Agreement by giving at least fourteen (14) days written notice to the other party if the party to whom such notice is given is in material breach of this Agreement. The party claiming the right to terminate hereunder shall set forth in the notice of intended termination the facts underlying its claim that the other party is in breach of this Agreement. Remedy of such breach within ten (10) days of the receipt of such notice shall revive the Agreement in effect for the remaining term.
- 6.2.3 Hospital may terminate this Agreement at any time by providing written notice to Physician in the event Physician no longer meets the qualifications described in Section 2.1.1, or if Physician is excluded from the Medicare or Medi-Cal program.

7. **Professional Liability Coverage.**

- 7.1 Physician shall, at Physician's sole cost and expense, maintain professional liability coverage covering all services performed by Physician under this Agreement in a form acceptable to Hospital with liability limits of not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) aggregate per year, which insures Physician against any act, error or omission for which Physician may be liable as a result of the practice of medicine. Physician shall provide Hospital with certificates evidencing the coverage required under this Section and providing for not less than twenty (20) days notice to Hospital of the cancellation of such coverage. Physician shall promptly notify Hospital of any cancellation, reduction, or other material change in the amount or scope of any coverage(s) required under this section.
- 7.2 If the professional liability coverage procured pursuant to this Section is on a "claims made" rather than "occurrence" basis, Physician shall obtain extended reporting malpractice coverage ("tail" coverage) upon the occurrence of any of the following:
- 7.2.1 Termination or expiration of this Agreement if such event will result in a gap in coverage;
- 7.2.3 Any change of coverage by Physician if such change will result in a gap in coverage; or
- 7.2.4 Amendment, reduction or other material change in the then existing professional liability coverage of Physician if such amendment, reduction or other material change will result in a gap in coverage.

8. **Access to Books and Records.**

- 8.1 Until the expiration of four (4) years after the furnishing of the Services, Physician shall, upon written request, make available to the Secretary of the Department of Health and Human Services (the "Secretary"), the Secretary's duly-authorized representative, the Comptroller General, or the Comptroller General's duly-authorized representative, such books, documents and records as may be necessary to certify the nature and extent of the cost of such services; and
- 8.2 If any such services are performed by way of subcontract and the value or cost of such subcontracted services is Ten Thousand Dollars (\$10,000) or more over a twelve-month period, such subcontract shall contain a clause to the same effect as subparagraph (a) above.
- 8.3 The provisions of Section 8 shall survive the termination or expiration of this Agreement.

9. **Required Disclosures.**

- 9.1 Physician shall notify Hospital in writing immediately upon the occurrence of any of the following events:

- 9.1.1 Physician fails to continue to meet any of the qualifications set forth in Section 2.1.1 above;
- 9.1.2 Physician is required to pay damages in any malpractice action by way of judgment or settlement;
- 9.1.3 Physician becomes the subject of an investigatory, disciplinary, or other proceeding before any governmental, professional, licensing board, medical staff, or peer review body;
- 9.1.4 Any event occurs that substantially affects Physician's ability to perform any of his/her obligations hereunder; or
- 9.1.5 Physician becomes excluded from participation in any governmental health care program, or Physician is convicted of a criminal offense related to health care or is listed by a federal agency as being debarred, excluded or otherwise ineligible for governmental program participation.

10. **Compliance/Jeopardy.**

- 10.1 Nothing in this Agreement is intended or shall require either party to violate the California or federal prohibitions on payments for referrals, and this Agreement shall not be interpreted to:
 - 10.1.1 Require Physician to make referrals to Hospital, be in a position to make or influence referrals to Hospital, or otherwise generate business for Hospital.
 - 10.1.2 Restrict any Physician from establishing staff privileges at, referring any service to, or otherwise generating any business for any other entity of his choosing.
- 10.2 In the event the performance by either party hereto of any term, covenant, condition or provision of this Agreement should jeopardize (i) the licensure of Hospital or of Physician, or the participation by Hospital or Physician in Medicare, Medi-Cal or other reimbursement or payment programs, (ii) the full accreditation of Hospital by the Joint Commission on Accreditation of Healthcare Organizations (or other applicable accreditation organization), or (iii) if for any other reason said performance should be in violation of any statute, ordinance, or be otherwise deemed illegal by any recognized body, agency, or association in the medical or hospital fields (collectively, "Jeopardy Event"), then the parties shall use their best efforts to meet forthwith and attempt to negotiate an amendment to this Agreement to remove or negate the effect of the Jeopardy Event. In the event the parties are unable to negotiate such an amendment, or remove or negate the effect of the Jeopardy Event within five (5) days following written notice by any party of the Jeopardy Event, then either party may terminate this Agreement immediately upon written notice.

11. **DISPUTE RESOLUTION.**

- 11.1 **Commencement of Arbitration.** If the parties hereto are unable to resolve any and all disputes arising out of, relating to or in connection with this Agreement including, without limitation, in respect to the formation of this Agreement, or the construction or interpretation of this Agreement, any party may commence arbitration by sending a written demand for arbitration to the other party or parties, as provided for in the Notice provisions of this Agreement. Such demand shall set forth the nature of the matter to be resolved by arbitration.
- 11.2 **Selection of Arbitrator.** There shall be one arbitrator. If the parties shall fail to select a mutually acceptable arbitrator within ten (10) days after the demand for arbitration is mailed, the parties hereby stipulate to arbitration before a retired judge sitting on the panel of JAMS/Endispute in Sacramento, California.
- 11.3 **Arbitration Fees.** The prevailing party shall be entitled to reimbursement by the other party of such party's attorneys' fees and costs incurred in connection with the arbitration hereunder.
- 11.4 **Law to be Applied.** The substantive law of the State of California shall be applied by the arbitrator to the resolution of the dispute. The parties shall have the rights of discovery as provided for in Part 4 of the California Code of Civil Procedure and as provided for in Section 1283.05 of said Code. The California Code of Evidence shall apply to all testimony and documents submitted to the arbitrator.
- 11.5 **Place and Timing of Arbitration.** Arbitration shall take place in Truckee, California, unless the parties otherwise agree. As soon as reasonably practicable, a hearing with respect to the dispute or matter to be resolved shall be conducted by the arbitrator. As soon as reasonably practicable, but not later than thirty (30) days after the hearing is completed, the arbitrator shall arrive at a final decision, which shall be reduced to writing, signed by the arbitrator and mailed to each of the parties and their legal counsel.
- 11.6 **Arbitration to be Binding.** All decisions of the arbitrator shall be final, binding and conclusive on both parties, and shall constitute the only method of resolving disputes or matters subject to arbitration pursuant to this Agreement. The arbitrator or a court of appropriate jurisdiction may issue a writ of execution to enforce the arbitrator's judgment. Judgment may be entered upon such decision in accordance with applicable law in any court having jurisdiction thereof.
- 11.7 **Exclusions.** Neither party shall be required to arbitrate malpractice or other third party claims.

12. **Indemnity.**

12.1 **Physician's Indemnity.** Physician shall indemnify, defend and hold harmless Hospital and its directors, officers, employees, agents and contractors, from and against any and all claims, damages, liabilities, judgments and reasonable costs and expenses, including without limitation reasonable attorney's fees, caused, directly or indirectly by, resulting from, or arising out of: (i) any act, error or omission by Physician hereunder, (ii) any breach by Physician of a representation and warranty contained herein, or (iii) any claim that Physician is an employee of Hospital.

12.2 **Hospital's Indemnity.** Hospital shall indemnify, defend and hold harmless Physician from and against any and all claims, damages, liabilities, judgments and reasonable costs and expenses, including without limitation reasonable attorney's fees, caused, directly or indirectly by, resulting from, or arising out of, any act, error or omission by Hospital hereunder.

13. **Facilitation.** Each party agrees promptly to perform any further acts and to execute, acknowledge and deliver any documents which may be reasonably necessary to carry out the provisions of this Agreement or affect its purposes.

14. **Notice.**

14.1 Written notice required under this Agreement shall be delivered personally or sent by United States mail, postage prepaid, and addressed or delivered to the parties at the following addresses (or such other address as may hereafter be designated by a party by written notice thereof to the other party)

Physician: DAVID KITTS, MD
10956 Donner Pass Road, Suite 210
Truckee, CA 96161

Hospital: Tahoe Forest Hospital District
P.O. Box 759
Truckee, CA 96160
Attention: Robert A. Schapper

14.2 If personally delivered, such notice shall be effective upon delivery, and if mailed as provided for above, such notice shall be presumed to have been delivered and effective three (3) days after it is placed in the mail.

15. **Entire Agreement.** This Agreement contains the entire agreement between the parties and supersedes any and all prior offers, representations and agreements, oral and in writing, between the parties regarding the subject matter hereof. Any modification of this Agreement will be effective only if it is in writing and signed by both parties to this Agreement.

16. **Assignment.** Neither party may assign its rights or delegate its duties hereunder without the prior written consent of the other.

17. **Counterparts.** This Agreement may be executed in counterparts, each of which shall constitute an original document, but which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto execute this Agreement as set forth below.

HOSPITAL

By: Robert A. Schapper CFO FOR
Robert A. Schapper
Chief Executive Officer

Date: 7/20, 2011

PHYSICIAN

David Kitts M.D.
DAVID KITTS, M.D.

Date: 6/28/11, 2011

EXHIBIT A
GENERAL SURGERY
COMPENSATION

(Section 5)

For the services described in Section 5.1 of the Agreement to Provide Coverage of Emergency Department Professional Services between TAHOE FOREST HOSPITAL DISTRICT, a California Hospital District, organized and operating under the California Health Care District Law and doing business as Tahoe Forest Hospital (“Hospital”) and DAVID KITTS, M.D. (“Physician”), Hospital will compensate Physician for procedures provided to a patient who is uninsured (as defined in Section 5.2) according to the following formulae:

Compensation shall be \$48.18 per work relative value unit (WRVU) with actual WRVUs calculated based upon 2006 WRVU values.

The compensation per WRVU is based on benchmarks for General Surgery taken from the MGMA Physician Compensation and Production Surveys. Compensation is calculated using a 3-year average of western region median values from the 2007 – 2009 surveys reporting 2006 – 2008 data, adjusted by 3% for inflation.

The compensation methodology maybe adjusted annually to assure fair market value for such services.

CONTRACT ROUTING FORM

Email Completed Form to Executive Assistant (pbarrett@tfhd.com) for Processing and Compliance Review

NEW CONTRACT <input type="checkbox"/>		AMEND SCOPE <input type="checkbox"/>		AMEND TERM <input type="checkbox"/>		AUTO RENEW <input checked="" type="checkbox"/>		BAA <input type="checkbox"/>	
ORIGINATING DEPARTMENT: Medical Staff Services				CONTACT PERSON: Terri Schnieder PHONE: 582-6640					
RESPONSIBLE ADMINISTRATIVE COUNCIL (AC): CEO <input checked="" type="checkbox"/> CFO <input type="checkbox"/> COO <input type="checkbox"/> CNO <input type="checkbox"/> CIO <input type="checkbox"/> IVCH <input type="checkbox"/>									
REQUIRES BOARD GOVERNANCE COMMITTEE REVIEW? NO <input checked="" type="checkbox"/> YES <input type="checkbox"/> MEETING DATE: Straight to Board COMMITTEE RECOMMENDS:									
TYPE OF CONTRACT:									
Physician Professional Service Agreement (P-PSA)				<input checked="" type="checkbox"/> Type: Dental ED Coverage Agreement					
Physician Medical Director Agreement (MDA)				<input type="checkbox"/> Type: _____					
Vendor Professional Service Agreement (V-PSA)				<input type="checkbox"/> Type: _____					
Other _____				<input type="checkbox"/> Type: _____					
❖ Business Associated Agreement Required?				YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>					
CONTRACTOR/VENDOR DETAILS: <i>If needed, additional instructions and information may be provided on Page 2</i>									
LEGAL NAME OF CONTRACTOR/ VENDOR: Tyson Lechner, D.D.S.									
Purpose of the Contract/Alternatives: To provide Emergency Department Dental On Call services for patients presenting to or admitted through the Emergency Department. Alternative is to not provide these services and transfer all dental emergencies out of the area.									
Scope of the Contract: Dentist shall provided, upon request of the Hospital or authorized physician, Specialty Services to patients requiring such care in the Hospital's emergency department, and to other patients requiring such care on an emergency basis in the Hospital. Dentist shall respond to and provide Specialty Services at Hospital as soon as possible, but no later than 60 minutes following the request to provide services.									
DATES OF CONTRACT:			EFFECTIVE DATE: 1/1/2015			END DATE: 12/31/15			
Version History:			Original Effective date: 2/1/08 Renewal Dates: auto renewal annually Amendment Dates:						
PHYSICIAN CONTRACTS: FOR STARK LAW COMPLIANCE, THE TERMS OF THIS CONTRACT CANNOT CHANGE FOR 1 YEAR									
Compensation Structure: <i>Include "other comp" (i.e. education, phone stipend, etc.)</i> \$200 in a 24 hour period when called in for dental consultation or surgical services by the Emergency Room personnel.									
Contract Term: <i>(anything other than Net 30 requires AC approval)</i> N=30									
Total Cost of Contract:			\$200 in a 24 hour period when called						
Compensation Audit Process:			See Policies AGOV-10 and ABD-21						
Is Cost of Contract Budgeted?			YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>						
If NOT budgeted or exceeds budgeted amount, identify the offset:									
TFHS Primary Responsible Party:									
TFHS Secondary Responsible Party:									

ORIGINATING DEPARTMENT: Medical Staff Services	CONTACT PERSON: Terri Schnieder Phone: 582-6640
--	---

LEGAL NAME OF CONTRACTOR/ VENDOR: Tyson Lechner, D.D.S.
--

REQUIRED COMPLIANCE INFORMATION	
Commercially Reasonable Verified Yes: <input type="checkbox"/> No: <input type="checkbox"/> Fair Market Value Verified Yes: <input type="checkbox"/> No: <input type="checkbox"/>	Compliance Officer Signature: <i>pending ECG FMV</i>

CONTRACTOR INFORMATION	
Contractor Representative Name:	Tyson Lechner, M.D.
Mailing Address:	11075 Donner Pass Road, Truckee, CA 96161
Telephone and Fax Number:	Phone: 530-587-3546 Fax: 530-587-5797
Email Address of Contact:	tyson.lechner@gmail.com
Accounts Receivable Representative:	

REQUIRED FINANCIAL INFORMATION	
W-9 and Certificates of Insurance Must Be Submitted with any Contract	

ADDITIONAL INFORMATION	
<p>Contract is set to auto renew on current terms. If needed, an amendment may be prepared and presented to the Board for approval once FMV is received from ECG.</p> <p style="text-align: right;"><i>608ty</i> <i>11/14/14</i></p>	

Reference:
 Policy ABD – 21 Physician and Professional Service Agreements
 Policy AGOV – 10 Contract Review Policy
 Policy AFIN – 03 Accounts Payable Policy

*W-9s are required for any contract on which we are making payments.
 Certificates of Insurance are required for any contract in which any service is being provided.*

THIS SECTION FOR CONTRACTS COORDINATOR USE ONLY:			
W-9 Received?	Yes: <input type="checkbox"/> No: <input type="checkbox"/>	Certificate of Insurance Received?	Yes: <input type="checkbox"/> No: <input type="checkbox"/>
New Vendor information Sent to Accounts Payable?	Yes: <input type="checkbox"/> No: <input type="checkbox"/>	<i>Email a copy of Section D (page 2) of the completed Routing Form to A/P. This is required for A/P to process their payments.</i>	

Contracts Review: _____ Date Initials	BOARD ACTION: _____ Out for TFHD Signature: Date: _____ Out for Vendor Signature: Date: _____ Uploaded to Contracts System: Date: _____	MEETING DATE: Receive Date: _____ Receive Date: _____ Trigger dates set: YES <input type="checkbox"/> NO <input type="checkbox"/>
	CFO Review: _____ Date Initials	CONTRACT #: _____ (i.e. 10001)

DENTAL COVERAGE AGREEMENT

This agreement ("Agreement"), is made and entered into effective the 1st day of February, 2008, by and between TAHOE FOREST HOSPITAL DISTRICT ("Hospital"), and Tyson Lechner, D.D.S. ("Dentist"), with respect to the following:

RECITALS

Hospital operates a licensed general acute care hospital providing, among other services, ophthalmology and emergency medical services.

Hospital has determined that there is a need in the Hospital for the availability of qualified dentists to be available on an on-call basis to provide medical services for Hospital patients in need of emergency care..

Physician is licensed to practice dentistry in the State of California and is qualified to provide professional dental services ("Specialty Services" or "Specialty");

Dentist desires to provide such specialty Services to Hospital patients under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the covenants and conditions contained herein, and other valuable consideration, the parties agree as follows:

AGREEMENT

1. Dental Services.

1.1 Dentist shall provide Specialty Services to Hospital and to patients at the Hospital. These Services shall be performed in accordance with the terms of this Agreement and in accordance with the Bylaws and Rules and Regulations of Hospital's Medical Staff. The professional activities of the dentists performing such Specialty Services shall be subject to such reviews as may be required hereunder or in accordance with the Medical Staff Bylaws, Rules and Regulations or Hospital policy. Dentist shall assure such services are provided consistent with California and federal law, and the standards of the Hospital.

1.2 Dentist shall:

1.2.1 Provide, upon request of Hospital or authorized physician, Specialty Services to patients requiring such care in the Hospital's emergency department, and to other patients who otherwise may require such care on an emergency basis in the Hospital (collectively referred to herein as "Specialty Services"). Dentist shall respond to and provide Specialty Services at Hospital as soon as possible, but not later than 60 minutes following the request to provide such services.

1.2.2 Cooperate with Hospital and members of the Hospital's Medical Staff, including Hospital's emergency department physicians, to promote the efficient provision of Specialty Services.

2. Qualifications.

2.1 Dentist shall assure that the following be maintained on an unrestricted basis:

2.1.1 California licensure as a dentist;

2.1.2 Federal DEA registration;

2.1.3 Medical Staff membership and appropriate physician privileges at Hospital;

2.1.4 Professional liability coverage as set forth herein.

3. Nondiscrimination and Compliance with Law. In providing services under this Agreement, Dentist shall comply with all applicable nondiscrimination laws and all laws applicable to the provision of emergency services, including without limitation (a) California Health & Safety Code Section 1317.3, which requires that physicians not refuse to provide emergency care and services to patients on the basis of race, ethnicity, religion, national origin, citizenship, age, sex, preexisting medical condition, physical or mental handicap, insurance status, economic status, or ability to pay for medical services, except to the extent that a circumstance such as age, sex, preexisting medical condition, or physical or mental handicap is medically significant to the provision of appropriate medical care to the patient, and (b) the federal Emergency Medical Treatment and Active Labor Act ("EMTALA").

4. Independent Contractor. In performance of Dentist's duties and obligations under this Agreement, it is mutually understood and agreed that Dentist is at all times acting and performing professional services as an independent contractor, and nothing in this Agreement is intended nor shall be construed to create any employer/employee, partnership, joint venture or landlord/tenant relationship between the parties. Hospital shall neither have nor exercise any control or direction over the methods by which Dentist shall perform professional services. The sole interest and responsibility of Hospital is to assure that the services covered by this Agreement shall be performed and rendered in a competent, efficient and satisfactory manner. The standards of medical practice and professional duties of Dentist shall be determined by the Hospital Medical Staff, and all applicable provisions of law and other rules and regulations of any and all governmental authorities relating to licensure and regulation of physicians and hospitals shall be fully complied with by the parties.

5. Compensation.

5.1 In return for Dentist's provision of Specialty Services and all other services and obligations under this Agreement, Hospital shall pay Dentist a maximum of \$200.00 in a 24 hour period when called in for consultation or surgical services by Emergency Room personnel. Dentist shall provide appropriate documentation of such services to assist the Hospital in documenting charges for Specialty Services provided under this Agreement.

5.2 Dentist shall bill and collect for professional services Dentist provides pursuant to this Agreement in compliance with applicable laws, customary professional practices, and the Medicare and Medical Programs, and other third-party payor programs, whether public or private.

6. Term and Termination.

6.1 This Agreement is effective on February 1, 2008, and will automatically renew on each successive anniversary date, unless either party gives the other written notice of an intent not to renew prior to the anniversary date.

6.2 Notwithstanding any other provision in this Agreement, this Agreement may be terminated on the first to occur of the following:

6.2.1 Either party, at any time during the term of this Agreement, may terminate this Agreement with or without cause upon giving the other party at least thirty (30) days advance written notice.

6.2.2 Either, party may terminate this Agreement on at least fourteen (14) days written notice to the other party if the party to whom such notice is given is in material breach of this Agreement. The party claiming the right to terminate hereunder shall set forth in the notice of intended termination the facts underlying its claim that the other party is in breach of this Agreement. Remedy of such breach within ten (10) days of the receipt of such notice shall revive the Agreement in effect for the remaining term.

7. Professional Liability Coverage.

7.1 Dentist shall, at Dentist's sole cost and expense, maintain professional liability coverage covering all services performed by Dentist under this Agreement in a form acceptable to Hospital with liability limits of not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) aggregate per year, which insures Dentist against any act, error or omission for which Dentist may be liable as a result of the practice of medicine. Dentist shall provide Hospital with certificates evidencing the coverage required under this Section and providing for not less than twenty (20) days notice to Hospital of the cancellation of such coverage. Dentist shall promptly notify Hospital of any cancellation, reduction, or other material change in the amount or scope of any coverage(s) required under this section.

7.2 If the professional liability coverage procured pursuant to this Section is on a "claims made" rather than "occurrence" basis, Dentist shall obtain extended reporting malpractice coverage ("tail" coverage) upon the occurrence of any of the following:

7.2.1 Termination or expiration of this Agreement if such event will result in a gap in coverage;

7.2.2 Any change of coverage by Dentist if such change will result in a gap in coverage; or

7.2.3 Amendment, reduction or other material change in the then existing professional liability coverage of Dentist if such amendment, reduction or other material change will result in a gap in coverage.

8. Notice.

8.1 Written notice required under this Agreement shall be delivered personally or sent by United States mail, postage prepaid, and addressed or delivered to the parties at the following addresses (or such other address as may hereafter be designated by a party by written notice thereof to the other party)

Dentist: Tyson Lechner, D.D.S.
11075 Donner Pass Road
Truckee, CA 96161

Hospital: Tahoe Forest Hospital District
10121 Pine Avenue
Truckee, CA 96161
Attention: Robert A. Schapper

8.2 If personally delivered, such notice shall be effective upon delivery, and if mailed as provided for above, such notice shall be effective two (2) United States Postal Service delivery 10 days after it is placed in the mail.

9. Compliance.

9.1 Nothing in this Agreement is intended or shall require either party to violate the California or federal prohibitions on payments for referrals, and this Agreement shall not be interpreted to:

9.1.1 Require Dentist to make referrals to Hospital, be in a position to make or influence referrals to Hospital, or otherwise generate business for Hospital.

9.1.2 Restrict any Dentist from establishing staff privileges at, referring any service to, or otherwise generating any business for any other entity of his choosing.

9.2 The parties recognize that this Agreement may be subject to amendment to reflect such laws and implementing regulations and to new legislation. Any provision of law that invalidates, or otherwise is inconsistent with the terms of this Agreement, or that would cause one or both of the parties to be in violation of law, shall be deemed to have superseded the terms of this Agreement, provided, however, that the parties shall exercise their best efforts to accommodate the terms and intent of this Agreement to the greatest extent possible consistent with the requirements of law.

10. Facilitation. Each party agrees promptly to perform any further acts and to execute, acknowledge and deliver any documents which may be reasonably necessary to carry out the provisions of this Agreement or effect its purposes.


11. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes any and all prior offers, representations and agreements, oral and in writing, between the parties regarding the subject matter hereof. Any modification of this Agreement will be effective only if it is in writing and signed by both parties to this Agreement.

12. **Assignment.** Neither party may assign its rights or delegate its duties hereunder without the prior written consent of the other.

IN WITNESS WHEREOF, the parties hereto execute this Agreement as set forth below.

TAHOE FOREST HOSPITAL DISTRICT

DENTIST

By: 
Robert A. Schapper
Chief Executive Officer


Tyson Lechner, D.D.S.

Date: 4/2/08

Date: 2/25/08

CONTRACT ROUTING FORM

Email Completed Form to Executive Assistant (pbarrett@tfhd.com) for Processing and Compliance Review

NEW CONTRACT <input type="checkbox"/>		AMEND SCOPE <input type="checkbox"/>		AMEND TERM <input type="checkbox"/>		AUTO RENEW <input checked="" type="checkbox"/>		BAA <input type="checkbox"/>		
ORIGINATING DEPARTMENT: Medical Staff Services				CONTACT PERSON: Terri Schnieder PHONE: 582-6640						
RESPONSIBLE ADMINISTRATIVE COUNCIL (AC): CEO <input checked="" type="checkbox"/> CFO <input type="checkbox"/> COO <input type="checkbox"/> CNO <input type="checkbox"/> CIO <input type="checkbox"/> IVCH <input type="checkbox"/>										
REQUIRES BOARD GOVERNANCE COMMITTEE REVIEW? NO <input type="checkbox"/> YES <input checked="" type="checkbox"/>								MEETING DATE: Straight to Board		COMMITTEE RECOMMENDS:
TYPE OF CONTRACT:										
Physician Professional Service Agreement (P-PSA) <input type="checkbox"/>				Type: _____						
Physician Medical Director Agreement (MDA) <input checked="" type="checkbox"/>				Type: ED On Call for Orthopedic Surgery						
Vendor Professional Service Agreement (V-PSA) <input type="checkbox"/>				Type: _____						
Other _____ <input type="checkbox"/>				Type: _____						
❖ Business Associated Agreement Required?				YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>						
CONTRACTOR/VENDOR DETAILS: <i>If needed, additional instructions and information may be provided on Page 2</i>										
LEGAL NAME OF CONTRACTOR/ VENDOR: Patrick Osgood, M.D.										
Purpose of the Contract/Alternatives: To provide Emergency Department Orthopedic Surgery On Call services for patients presenting to or admitted through the Emergency Department. Alternative is to not provide these services and transfer all orthopedic emergencies out of the area.										
Scope of the Contract: Provide on call coverage of Specialty Services to the Emergency Department and make/himself/herself available for such specific coverage shifts designated in advance on the ED monthly specialty on call calendar. Be continuously reachable by telephone and available for on -call services during each 24-hour period in which he/she is designated to provide Specialty Services coverage to the Emergency Department.										
DATES OF CONTRACT:			EFFECTIVE DATE: 1/1/2015			END DATE: 12/31/2015				
Version History:			Original Effective date: 1/1/2011 Renewal Dates: Amendment Dates: 6/2011; 11/2011							
PHYSICIAN CONTRACTS: FOR STARK LAW COMPLIANCE, THE TERMS OF THIS CONTRACT CANNOT CHANGE FOR 1 YEAR										
Compensation Structure: <i>Include "other comp" (i.e. education, phone stipend, etc.)</i> \$750 per each 24-hour call period for up to 8 shifts Holiday Pay: Their current stipend plus one half of that value or \$1125 per 24 hours \$1300 per each 24-hour call period over 8 shifts										
Contract Term: (anything other than Net 30 requires AC approval) N=30										
Total Cost of Contract:										
Compensation Audit Process:			See Policies AGOV-10 and ABD-21							
Is Cost of Contract Budgeted?			YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>							
If NOT budgeted or exceeds budgeted amount, identify the offset:										
TFHS Primary Responsible Party:										
TFHS Secondary Responsible Party:										

ORIGINATING DEPARTMENT: Medical Staff Services	CONTACT PERSON: Terri Schnieder Phone: 582-6640
--	---

LEGAL NAME OF CONTRACTOR/ VENDOR: Patrick Osgood, M.D.

REQUIRED COMPLIANCE INFORMATION	
Commercially Reasonable Verified Yes: <input type="checkbox"/> No: <input type="checkbox"/> Fair Market Value Verified Yes: <input type="checkbox"/> No: <input type="checkbox"/>	Compliance Officer Signature: <i>Pending ECG FMV</i>

CONTRACTOR INFORMATION	
Contractor Representative Name:	Patrick Osgood, M.D.
Mailing Address:	10051 Lake Avenue #3, Truckee, CA 96161
Telephone and Fax Number:	Phone: 530-587-7461 Fax: 530-587-1149
Email Address of Contact:	
Accounts Receivable Representative:	

REQUIRED FINANCIAL INFORMATION
W-9 and Certificates of Insurance Must Be Submitted with any Contract

ADDITIONAL INFORMATION
<p>Contract will be amended once ECG FMV information has been received to consolidate amendments previously approved by the board.</p>

GB
11/14/14

Reference:
 Policy ABD – 21 Physician and Professional Service Agreements
 Policy AGOV – 10 Contract Review Policy
 Policy AFIN – 03 Accounts Payable Policy

W-9s are required for any contract on which we are making payments.
Certificates of Insurance are required for any contract in which any service is being provided.

THIS SECTION FOR CONTRACTS COORDINATOR USE ONLY:			
W-9 Received?	Yes: <input type="checkbox"/> No: <input type="checkbox"/>	Certificate of Insurance Received?	Yes: <input type="checkbox"/> No: <input type="checkbox"/>
New Vendor information Sent to Accounts Payable?	Yes: <input type="checkbox"/> No: <input type="checkbox"/>	<i>Email a copy of Section D (page 2) of the completed Routing Form to A/P. This is required for A/P to process their payments.</i>	

Contracts Review: _____ Date Initials CFO Review: _____ Date Initials	BOARD ACTION: _____ Out for TFHD Signature: Date: _____ Out for Vendor Signature: Date: _____ Uploaded to Contracts System: Date: _____	MEETING DATE: Receive Date: _____ Receive Date: _____ Trigger dates set: YES <input type="checkbox"/> NO <input type="checkbox"/>
	CONTRACT #: _____ (i.e. 10001)	Document Reference: _____ (i.e. #####.C)

TAHOE FOREST HOSPITAL DISTRICT
AMENDMENT AGREEMENT
ORTHOPEDIC COVERAGE AGREEMENT

This amendment is made and executed at Truckee, California on the 1st day of July, 2011 by and between Tahoe Forest Hospital District (Hospital) and Patrick Osgood, M.D. (Physician) and shall amend and become a part of a certain Agreement made between the parties dated January 1, 2011.

NOW, THEREFORE, the parties agree as follows:

Paragraph 5.1, Compensation is hereby amended to compensate physician Thirteen Hundred Dollars (\$1,300) per 24-hour period for any call coverage above the normal 7 or 8 shifts that would have been split evenly between the four orthopedists.

The increase in compensation is necessary due to the one of orthopedic surgeons announcing his intent to leave the area and a shortage of orthopedic surgeon locums coverage.

This Amendment Agreement is effective July 1, 2011 and is anticipated to end upon the recruitment of an orthopedic surgeon to the area, or the availability of an orthopedic locum tenens.

Except as specifically revised by this Amendment, all terms and conditions of the Agreement dated 1/1/1 shall remain in full force and effect.

AGREED:

TAHOE FOREST HOSPITAL DISTRICT

BY: Cynthia Bates CFO
For: Robert A. Schapper
Chief Executive Officer

BY: Patrick Osgood MD
Patrick Osgood, M.D.

DATE: 7/29/11

DATE: 7/25/11

**AGREEMENT TO PROVIDE COVERAGE OF
EMERGENCY DEPARTMENT PROFESSIONAL SERVICES**

This Agreement ("Agreement") is made and entered into effective this 1st day of January, 2011, by and between TAHOE FOREST HOSPITAL DISTRICT, a California local hospital district ("Hospital"), and PATRICK OSGOOD, MD ("Physician") with respect to the following:

RECITALS

Hospital operates a licensed critical access hospital located in Truckee, California, providing, among other services, a basic emergency department ("Emergency Department".)

Hospital has determined that there is a need to secure the availability of qualified physicians specializing in orthopedic services to be available on an on-call basis to provide medical services for Hospital patients in need of emergency care.

Physician is licensed to practice medicine in the State of California and is qualified to provide professional orthopedic services ("Specialty Services" or "Specialty");

Physician desires to provide such Specialty Services to Hospital patients in or admitted through its Emergency Department under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the covenants and conditions contained herein, and other valuable consideration, the parties agree as follows:

AGREEMENT

1. Physician Services.

- 1.1 Physician shall provide Specialty Services to Hospital patients in or admitted through the Emergency Department. These Specialty Services shall be performed in accordance with applicable law; the terms of this Agreement; applicable Hospital policies and procedures; and in accordance with the Bylaws, Rules and Regulations of Hospital's Medical Staff ("the Medical Staff Bylaws"). The professional activities of the physicians performing such Specialty Services shall be subject to such reviews as may be required hereunder or in accordance with the Medical Staff Bylaws or Hospital policy.
- 1.2 Physician shall:
 - 1.2.1 Provide on call coverage of Specialty Services to the Emergency Department and make himself/herself available for such specific coverage shifts designated in advance on the Emergency Department's monthly specialty on call calendar.

- 1.2.2 Be continuously reachable by telephone and available for on-call services during each 24-hour period in which he/she is designated to provide Specialty Services coverage to the Emergency Department (actual start and end times may vary).
- 1.2.3 The on call response time is delineated in the Medical Staff Rules and Regulations.

2. **Physician's Representations and Warranties and Qualifications.**

- 2.1 Physician represents and warrants that he/she has never been, and shall at no time during the term of this Agreement become, excluded from the Medicare or Medi-Cal programs. Physician covenants that he/she shall, throughout the term of this Agreement:
 - 2.1.1 Maintain at all times hereunder, without any limitation or restriction whatsoever: (i) a valid license to practice medicine in the state of California; (ii) a valid DEA number; and (iii) Medical Staff membership and appropriate clinical privileges as a member of the active staff at Hospital;
 - 2.1.2 Maintain professional liability insurance coverage in accordance with the requirements governing Hospital's medical staff members, and including the commitment of his/her insurer to provide Hospital with at least thirty (30) days prior written notice before any modification or termination of such coverage occurs;
 - 2.1.3 Unless otherwise agreed by Hospital in advance, Physician shall perform all Specialty Services personally, and not subcontract or delegate any of his/her obligations hereunder.
 - 2.1.4 Abide by all applicable rules and regulations of Hospital and its Medical Staff, and comply with all rules, regulations, ordinances, laws and statutes of any governmental body having jurisdiction over Hospital or Physician.
 - 2.1.5 Maintain certification or eligibility for certification by the appropriate specialty board of examiners for Specialty Services.

3. **Nondiscrimination and Compliance with Law.** In providing services under this Agreement, Physician shall comply with all applicable nondiscrimination laws and all laws applicable to the provision of emergency services, including without limitation (a) California Health & Safety Code Section 1317.3, which requires that physicians not refuse to provide emergency care and services to patients on the basis of race, ethnicity, religion, national origin, citizenship, age, sex, preexisting medical condition, physical or mental handicap, insurance status, economic status, or ability to pay for medical services, except to the extent that a circumstance such as age, sex, preexisting medical condition, or physical or mental handicap is medically significant to the provision of appropriate medical care to the patient, and (b) the federal Emergency Medical Treatment and Active Labor Act ("EMTALA").

4. **Independent Contractor.** In the mutual performance of Physician's duties and obligations under this Agreement, it is understood and agreed that Physician is at all times acting and performing professional services as an independent contractor of Hospital, and nothing in this Agreement is intended nor shall be construed to create any employer/employee, partnership, joint venture or landlord/tenant relationship between the parties. Hospital shall neither have nor exercise any control or direction over the methods by which physicians shall perform professional services. The sole interest and responsibility of Hospital is to assure that the services covered by this Agreement shall be performed and rendered in a competent, efficient and satisfactory manner. The standards of medical practice and professional duties of Physician shall be determined by the Hospital Medical Staff, and all applicable provisions of law and other rules and regulations of any and all governmental authorities relating to licensure and regulation of physicians and hospitals shall be fully complied with by the parties. Physician shall have no claim under this Agreement or otherwise against Hospital for Workers' Compensation, unemployment compensation, vacation pay, sick leave, retirement benefits, Social Security benefits, disability insurance benefits, unemployment insurance benefits, or any other benefits. Hospital shall not withhold on behalf of Physician any sums for income tax, unemployment insurance, Social Security or any other purposes, and all such withholdings or obligations shall be the sole responsibility of Physician.

5. **Compensation.**

- 5.1 In return for Physician's agreement to provide on-call Specialty Services and all other services and obligations under this Agreement: (i) Hospital shall pay Physician Seven Hundred Fifty Dollars (\$750.00) per each 24-hour call period; (ii) Hospital shall guarantee that Physician shall receive payment for each procedure (as defined by the applicable CPT code) provided to a patient who is uninsured or underinsured (as defined below) according to the methodology set forth in Exhibit "A" hereto. Hospital may adjust the payment methodology as necessary to insure that it does not exceed fair market value upon providing notice of any such adjustment to Physician.
- 5.2 "Uninsured or underinsured patients" includes any patient who does not have third party coverage from a public or private third party payor for the Specialty Services provided, or who does not otherwise have the right to be indemnified for the expense of such Specialty Services, whether by contract (such as a guarantee) or by operation of law (including, without limitation, by a tortfeasor), and who does not have the ability to pay his or her bill. In the event Physician does not participate in the Medi-Cal program, a Medi-Cal patient shall not be included as an uninsured patient for purposes of this Section 5. Hospital, at its discretion, may withhold payment for up to sixty (60) days in order to determine if patient is eligible for Medi-Cal or any other third party payment program which covers the Specialty Services.

- 5.3 Physician shall provide Hospital with a statement of services provided to an uninsured patient on a completed Form CMS-1500, together with any other information or documentation required by Hospital to document the services provided, establish appropriate payment, and confirm that the patient is uninsured. Physician shall use commercially reasonable efforts to bill and collect his or her fee and establish whether the patient is uninsured or underinsured, before submitting a claim to Hospital for compensation hereunder.
- 5.4 Physician hereby assigns to Hospital the right to bill and collect for all Specialty Services provided to uninsured patients for which compensation is claimed by Physician under this Section 5, and Physician agrees not to bill any payor or patient for any such Specialty Services. Physician shall fully cooperate with Hospital in obtaining documentation from the patient, and such other information concerning the Specialty Services provided to the patient, to reasonably allow the Hospital to bill and collect for any such services. The provision of appropriate documentation pursuant to this Section 5 by Physician to Hospital is an express condition precedent to the obligation of Hospital to compensate Physician for any Specialty Services Physician provides to uninsured patients.

6. **Term and Termination.**

- 6.1 This Agreement shall be effective on the date hereof for a term of one (1) year, and will automatically renew on each successive anniversary for up to four (4) additional one-year terms unless either party gives the other written notice of intent not to renew at least thirty (30) days prior to the anniversary date.
- 6.2 Notwithstanding any other provision in this Agreement, this Agreement may be terminated on the first to occur of the following:
- 6.2.1 Either party, at any time during the term of this Agreement, may terminate this Agreement with or without cause upon giving the other party at least ninety (90) days advance written notice.
- 6.2.2 Either party may terminate this Agreement by giving at least fourteen (14) days written notice to the other party if the party to whom such notice is given is in material breach of this Agreement. The party claiming the right to terminate hereunder shall set forth in the notice of intended termination the facts underlying its claim that the other party is in breach of this Agreement. Remedy of such breach within ten (10) days of the receipt of such notice shall revive the Agreement in effect for the remaining term.
- 6.2.3 Hospital may terminate this Agreement at any time by providing written notice to Physician in the event Physician no longer meets the qualifications described in Section 2.1.1, or if Physician is excluded from the Medicare or Medi-Cal program.

7. **Professional Liability Coverage.**

- 7.1 Physician shall, at Physician's sole cost and expense, maintain professional liability coverage covering all services performed by Physician under this Agreement in a form acceptable to Hospital with liability limits of not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) aggregate per year, which insures Physician against any act, error or omission for which Physician may be liable as a result of the practice of medicine. Physician shall provide Hospital with certificates evidencing the coverage required under this Section and providing for not less than twenty (20) days notice to Hospital of the cancellation of such coverage. Physician shall promptly notify Hospital of any cancellation, reduction, or other material change in the amount or scope of any coverage(s) required under this section.
- 7.2 If the professional liability coverage procured pursuant to this Section is on a "claims made" rather than "occurrence" basis, Physician shall obtain extended reporting malpractice coverage ("tail" coverage) upon the occurrence of any of the following:
- 7.2.1 Termination or expiration of this Agreement if such event will result in a gap in coverage;
- 7.2.3 Any change of coverage by Physician if such change will result in a gap in coverage; or
- 7.2.4 Amendment, reduction or other material change in the then existing professional liability coverage of Physician if such amendment, reduction or other material change will result in a gap in coverage.

8. **Access to Books and Records.**

- 8.1 Until the expiration of four (4) years after the furnishing of the Services, Physician shall, upon written request, make available to the Secretary of the Department of Health and Human Services (the "Secretary"), the Secretary's duly-authorized representative, the Comptroller General, or the Comptroller General's duly-authorized representative, such books, documents and records as may be necessary to certify the nature and extent of the cost of such services; and
- 8.2 If any such services are performed by way of subcontract and the value or cost of such subcontracted services is Ten Thousand Dollars (\$10,000) or more over a twelve-month period, such subcontract shall contain a clause to the same effect as subparagraph (a) above.
- 8.3 The provisions of Section 8 shall survive the termination or expiration of this Agreement.

9. **Required Disclosures.**

- 9.1 Physician shall notify Hospital in writing immediately upon the occurrence of any of the following events:

- 9.1.1 Physician fails to continue to meet any of the qualifications set forth in Section 2.1.1 above;
- 9.1.2 Physician is required to pay damages in any malpractice action by way of judgment or settlement;
- 9.1.3 Physician becomes the subject of an investigatory, disciplinary, or other proceeding before any governmental, professional, licensing board, medical staff, or peer review body;
- 9.1.4 Any event occurs that substantially affects Physician's ability to perform any of his/her obligations hereunder; or
- 9.1.5 Physician becomes excluded from participation in any governmental health care program, or Physician is convicted of a criminal offense related to health care or is listed by a federal agency as being debarred, excluded or otherwise ineligible for governmental program participation.

10. Compliance/Jeopardy.

- 10.1 Nothing in this Agreement is intended or shall require either party to violate the California or federal prohibitions on payments for referrals, and this Agreement shall not be interpreted to:
 - 10.1.1 Require Physician to make referrals to Hospital, be in a position to make or influence referrals to Hospital, or otherwise generate business for Hospital.
 - 10.1.2 Restrict any Physician from establishing staff privileges at, referring any service to, or otherwise generating any business for any other entity of his choosing.
- 10.2 In the event the performance by either party hereto of any term, covenant, condition or provision of this Agreement should jeopardize (i) the licensure of Hospital or of Physician, or the participation by Hospital or Physician in Medicare, Medi-Cal or other reimbursement or payment programs, (ii) the full accreditation of Hospital by the Joint Commission on Accreditation of Healthcare Organizations (or other applicable accreditation organization), or (iii) if for any other reason said performance should be in violation of any statute, ordinance, or be otherwise deemed illegal by any recognized body, agency, or association in the medical or hospital fields (collectively, "Jeopardy Event"), then the parties shall use their best efforts to meet forthwith and attempt to negotiate an amendment to this Agreement to remove or negate the effect of the Jeopardy Event. In the event the parties are unable to negotiate such an amendment, or remove or negate the effect of the Jeopardy Event within five (5) days following written notice by any party of the Jeopardy Event, then either party may terminate this Agreement immediately upon written notice.

11. **DISPUTE RESOLUTION.**

- 11.1 **Commencement of Arbitration.** If the parties hereto are unable to resolve any and all disputes arising out of, relating to or in connection with this Agreement including, without limitation, in respect to the formation of this Agreement, or the construction or interpretation of this Agreement, any party may commence arbitration by sending a written demand for arbitration to the other party or parties, as provided for in the Notice provisions of this Agreement. Such demand shall set forth the nature of the matter to be resolved by arbitration.
- 11.2 **Selection of Arbitrator.** There shall be one arbitrator. If the parties shall fail to select a mutually acceptable arbitrator within ten (10) days after the demand for arbitration is mailed, the parties hereby stipulate to arbitration before a retired judge sitting on the panel of JAMS/Endispute in Sacramento, California.
- 11.3 **Arbitration Fees.** The prevailing party shall be entitled to reimbursement by the other party of such party's attorneys' fees and costs incurred in connection with the arbitration hereunder.
- 11.4 **Law to be Applied.** The substantive law of the State of California shall be applied by the arbitrator to the resolution of the dispute. The parties shall have the rights of discovery as provided for in Part 4 of the California Code of Civil Procedure and as provided for in Section 1283.05 of said Code. The California Code of Evidence shall apply to all testimony and documents submitted to the arbitrator.
- 11.5 **Place and Timing of Arbitration.** Arbitration shall take place in Truckee, California, unless the parties otherwise agree. As soon as reasonably practicable, a hearing with respect to the dispute or matter to be resolved shall be conducted by the arbitrator. As soon as reasonably practicable, but not later than thirty (30) days after the hearing is completed, the arbitrator shall arrive at a final decision, which shall be reduced to writing, signed by the arbitrator and mailed to each of the parties and their legal counsel.
- 11.6 **Arbitration to be Binding.** All decisions of the arbitrator shall be final, binding and conclusive on both parties, and shall constitute the only method of resolving disputes or matters subject to arbitration pursuant to this Agreement. The arbitrator or a court of appropriate jurisdiction may issue a writ of execution to enforce the arbitrator's judgment. Judgment may be entered upon such decision in accordance with applicable law in any court having jurisdiction thereof.
- 11.7 **Exclusions.** Neither party shall be required to arbitrate malpractice or other third party claims.

12. **Indemnity.**

12.1 **Physician's Indemnity.** Physician shall indemnify, defend and hold harmless Hospital and its directors, officers, employees, agents and contractors, from and against any and all claims, damages, liabilities, judgments and reasonable costs and expenses, including without limitation reasonable attorney's fees, caused, directly or indirectly by, resulting from, or arising out of: (i) any act, error or omission by Physician hereunder, (ii) any breach by Physician of a representation and warranty contained herein, or (iii) any claim that Physician is an employee of Hospital.

12.2 **Hospital's Indemnity.** Hospital shall indemnify, defend and hold harmless Physician from and against any and all claims, damages, liabilities, judgments and reasonable costs and expenses, including without limitation reasonable attorney's fees, caused, directly or indirectly by, resulting from, or arising out of, any act, error or omission by Hospital hereunder.

13. **Facilitation.** Each party agrees promptly to perform any further acts and to execute, acknowledge and deliver any documents which may be reasonably necessary to carry out the provisions of this Agreement or affect its purposes.

14. **Notice.**

14.1 Written notice required under this Agreement shall be delivered personally or sent by United States mail, postage prepaid, and addressed or delivered to the parties at the following addresses (or such other address as may hereafter be designated by a party by written notice thereof to the other party)

Physician: PATRICK OSGOOD, MD
10051 Lake Avenue, #3
Truckee, CA 96161

Hospital: Tahoe Forest Hospital District
P.O. Box 759
Truckee, CA 96160
Attention: Robert A. Schapper

14.2 If personally delivered, such notice shall be effective upon delivery, and if mailed as provided for above, such notice shall be presumed to have been delivered and effective three (3) days after it is placed in the mail.

15. **Entire Agreement.** This Agreement contains the entire agreement between the parties and supersedes any and all prior offers, representations and agreements, oral and in writing, between the parties regarding the subject matter hereof. Any modification of this Agreement will be effective only if it is in writing and signed by both parties to this Agreement.

16. **Assignment.** Neither party may assign its rights or delegate its duties hereunder without the prior written consent of the other.

17. **Counterparts.** This Agreement may be executed in counterparts, each of which shall constitute an original document, but which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto execute this Agreement as set forth below.

HOSPITAL

PHYSICIAN

By: Robert A. Schapper CFO
FOR Robert A. Schapper
Chief Executive Officer

Patrick Osgood MD
PATRICK OSGOOD, M.D.

Date: 7/29, 2011

Date: July 25, 2011

EXHIBIT A
ORTHOPEDIC COMPENSATION

(Section 5)

For the services described in Section 5.1 of the Agreement to Provide Coverage of Emergency Department Professional Services between TAHOE FOREST HOSPITAL DISTRICT, a California Hospital District, organized and operating under the California Health Care District Law and doing business as Tahoe Forest Hospital (“Hospital”) and PATRICK OSGOOD, M.D. (“Physician”), Hospital will compensate Physician for procedures provided to a patient who is uninsured (as defined in Section 5.2) according to the following formulae:

Compensation shall be \$61.66 per work relative value unit (WRVU) with actual WRVUs calculated based upon 2006 WRVU values.

The compensation per WRVU is based on benchmarks for Orthopedic Medicine taken from the MGMA Physician Compensation and Production Surveys. Compensation is calculated using a 3-year average of western region median values from the 2007 – 2009 surveys reporting 2006 – 2008 data, adjusted by 3% for inflation.

The compensation methodology maybe adjusted annually to assure fair market value for such services.

Physicians holding a Professional Services Agreement for the Tahoe Forest Hospital District MultiSpecialty Clinics already receive the above described WRVU compensation as described in Exhibit A of their Professional Services Agreement with the MultiSpecialty Clinics and will not receive additional compensation under this Agreement

CONTRACT ROUTING FORM

Email Completed Form to Executive Assistant (pbarrett@tfhd.com) for Processing and Compliance Review

NEW CONTRACT AMENDMENT RENEWAL EXTENSION BAA

ORIGINATING DEPARTMENT: **Medical Staff Services** CONTACT PERSON: Terri Schnieder, Director
PHONE: 582-6640

RESPONSIBLE ADMINISTRATIVE COUNCIL (AC): CEO CFO COO CNO CIO IVCH

REQUIRES BOARD GOVERNANCE COMMITTEE REVIEW? NO YES MEETING DATE: Straight to Board COMMITTEE RECOMMENDS: Pending

TYPE OF CONTRACT:

Physician Professional Service Agreement (P-PSA) Type: Chair Interdisciplinary Practice Committee and Oversight of Allied Health Professionals
 Physician Medical Director Agreement (MDA) Type: _____
 Vendor Professional Service Agreement (V-PSA) Type: _____
 Other _____ Type: _____
 ❖ Business Associated Agreement Required? YES NO

CONTRACTOR/VENDOR DETAILS: *If needed, additional instructions and information may be provided on Page 2*

LEGAL NAME OF CONTRACTOR/ VENDOR: Reini Jensen, M.D.

Purpose of the Contract/Alternatives:
 The Interdisciplinary Practice Committee (IDPC) Chair is a physician to be responsible for standards coordination, planning for improvement of the IDPC and Medical Staff oversight of Allied Health Professionals in addition to their supervising physician in accordance with State of California Title 22 and HFAP regulatory requirements.

Scope of the Contract:

- Provides consultation as requested by Medical Staff and Nursing Services;
- Works in cooperation with the IDPC as well as Nursing Services reviewing and revising Standardized Procedures and applicable policies and procedures;
- In accordance with the Allied Health Professional Manual, shall review all appointments/reappointments and supporting materials including QA monitoring and make recommendations to the appropriate department chair;
- Understands the regulatory requirements pertaining to Standardized Procedures and Allied Health Professionals;
- Will attend the IDPC meetings as scheduled and may be asked to attend MEC or other ad hoc committees related to this role.

DATES OF CONTRACT: EFFECTIVE DATE: 12/1/2014 END DATE: 11/30/2015

Version History: Original Effective date: 12/1/2011
 Renewal Dates: 12/1/2014
 Amendment Dates: _____

PHYSICIAN CONTRACTS: FOR STARK LAW COMPLIANCE, THE TERMS OF THIS CONTRACT CANNOT CHANGE FOR 1 YEAR

Compensation Structure: *Include "other comp" (i.e. education, phone stipend, etc.)*
 Physician shall be paid \$100.00 per hour not to exceed 5 hours per month

Contract Term: *(anything other than Net 30 requires AC approval)*
n=30 days

Total Cost of Contract: Maximum of \$6,000 per year (much less is the history)

Compensation Audit Process: See Policies AGOV-10 and ABD-21

Is Cost of Contract Budgeted? YES NO

If NOT budgeted or exceeds budgeted amount, identify the offset:

TFHS Primary Responsible Party: Robert Schapper, CEO

TFHS Secondary Responsible Party: Terri Schnieder, Director of Medical Staff Services

ORIGINATING DEPARTMENT: Medical Staff Services	CONTACT PERSON: Terri Schnieder, Director Phone: 582-6640
--	---

LEGAL NAME OF CONTRACTOR/ VENDOR: Reini Jensen, M.D.

REQUIRED COMPLIANCE INFORMATION	
Commercially Reasonable Verified Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/>	<i>Compliance Officer Signature:</i> 
Fair Market Value Verified Yes: <input type="checkbox"/> No: <input type="checkbox"/>	

CONTRACTOR INFORMATION	
Contractor Representative Name:	Reini Jensen, M.D.
Mailing Address:	10115 West River Street
Telephone and Fax Number:	Phone: 530-581-8864 Fax: 530-587-0974
Email Address of Contact:	rjensen@tfhd.com
Accounts Receivable Representative:	

REQUIRED FINANCIAL INFORMATION
W-9 and Certificates of Insurance Must Be Submitted with any Contract

ADDITIONAL INFORMATION

Contract being amended to update Exhibit B to reflect revised Time Log
Annual cost of contract less than \$25,000 per year

Fair Market Value (FMV) & Commercial Reasonableness (CR): At the rate of \$100/hour this contract is below the median FMV benchmark range for services to be performed by this physician. The contract meets CR based on information from the Director that the number of hours (max 5 per month) and duties to be performed are reasonable and necessary.

Reference:
Policy ABD – 21 Physician and Professional Service Agreements
Policy AGOV – 10 Contract Review Policy
Policy AFIN – 03 Accounts Payable Policy

*W-9s are required for any contract on which we are making payments.
Certificates of Insurance are required for any contract in which any service is being provided.*

THIS SECTION FOR CONTRACTS COORDINATOR USE ONLY:

W-9 Received? Yes: <input type="checkbox"/> No: <input type="checkbox"/>	Certificate of Insurance Received? Yes: <input type="checkbox"/> No: <input type="checkbox"/>
New Vendor information Sent to Accounts Payable? Yes: <input type="checkbox"/> No: <input type="checkbox"/>	<i>Email a copy of Section D (page 2) of the completed Routing Form to A/P. This is required for A/P to process their payments.</i>

Contracts Review:	_____	_____
Date	Initials	
CFO Review:	_____	_____
Date	Initials	

BOARD ACTION: _____	MEETING DATE: _____
Out for TFHD Signature: _____ Date: _____	Receive Date: _____
Out for Vendor Signature: _____ Date: _____	Receive Date: _____
Uploaded to Contracts System: _____ Date: _____	Trigger dates set: YES <input type="checkbox"/> NO <input type="checkbox"/>
CONTRACT #: _____ (i.e. 10001)	Document Reference: _____ (i.e. #####.C)

TAHOE FOREST HOSPITAL DISTRICT
AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT FOR
COMMITTEE CHAIR – INTERDISCIPLINARY PRACTICE COMMITTEE
MEDICAL ADVISOR – ALLIED HEALTH PROFESSIONAL OVERSIGHT

This amendment is made and executed at Truckee, California, effective on the 1st day of December 2014, by and between Tahoe Forest Hospital District and **Reini Jensen, M.D.** and shall amend and become a part of a certain agreement made between the parties dated January 1, 2009 (hereinafter “ BASIC AGREEMENT”).

NOW, THEREFORE, the parties agree as follows:

Paragraph 2 under the TERMS of the contract will be updated to reflect the attachment of “**Exhibit B**”.

1. **Compensation:** DISTRICT shall pay COMMITTEE CHAIR/ADVISOR \$100.00 per hour not to exceed 5 hours per month, payable on the 15th day of the month immediately following the month during which Advisory services are rendered by COMMITTEE CHAIR/ ADVISOR. COMMITTEE CHAIR/ADVISOR will submit a quarterly invoice, **attached as Exhibit B**, detailing services rendered under this agreement, e.g. attendance at meetings, chart review, etc. The Hospital will reimburse COMMITTEE CHAIR/ADVISOR for reasonable out-of-pocket expenses incurred by COMMITTEE CHAIR/ADVISOR when performing duties under this Agreement, and will also pay for training and education relating to the performance of those duties, as approved by the Hospital's Chief Executive Officer or designee.

Except as specifically amended by this Amendment Agreement and any and all subsequent Amendments, the BASIC AGREEMENT shall continue in full force and effect pursuant to the terms thereof.

TAHOE FOREST HOSPITAL DISTRICT

BY: _____
Robert A. Schapper
Chief Executive Officer

Date: _____

BY: _____

Date: _____

TAHOE FOREST HOSPITAL DISTRICT
PROFESSIONAL SERVICES AGREEMENT
COMMITTEE CHAIR – INTERDISCIPLINARY PRACTICE COMMITTEE
MEDICAL ADVISOR – ALLIED HEALTH PROFESSIONAL OVERSIGHT

This amendment is made and executed at Truckee, California on this 1st day of January, 2012, by and between Tahoe Forest Hospital District and Reini Jensen, M.D. and shall amend and become a part of a certain agreement made between the parties dated January 1, 2009, hereinafter referred to as the "Basic Agreement".

NOW, THEREFORE, the parties agree as follows:

Paragraph 3, "Term" shall be amended to read as follows:

"Subject to earlier termination as provided hereafter, this agreement shall continue for a period of one (1) year commencing as of the above written date. The Agreement shall automatically renew on each anniversary date for an additional term of one (1) year, unless either party gives thirty (30) days prior written notice of its intent not to renew. The contract shall be reviewed annually.

Except as specifically amended by this Amendment, all terms and conditions of the Basic Agreement shall remain in full force and effect.

AGREED:

TAHOE FOREST HOSPITAL DISTRICT

BY: 
Robert A. Schapper,
Chief Executive Officer

DATE: 1/21/12

BY: 
Reini Jensen, M.D.

DATE: 1/21/12

Contracts:AlliedHealthProfAmend 1-12 Jensen

**TAHOE FOREST HOSPITAL DISTRICT
PROFESSIONAL SERVICES AGREEMENT
COMMITTEE CHAIR – INTERDISCIPLINARY PRACTICE COMMITTEE
MEDICAL ADVISOR – ALLIED HEALTH PROFESSIONAL OVERSIGHT**

This amendment is made and executed at Truckee, California on this 1st day of January, 2011, by and between Tahoe Forest Hospital District and Reini Jensen, M.D. and shall amend and become a part of a certain agreement made between the parties dated January 1, 2009 and any and all subsequent amendments.

NOW, THEREFORE, the parties agree as follows:

Paragraph 3, "Term" shall be amended to extend the term of the agreement for an additional year, terminating on 12/31/11.

Except as specifically amended by this Amendment and any and all subsequent amendments, all terms and conditions of the Basic Agreement shall remain in full force and effect.

AGREED:

TAHOE FOREST HOSPITAL DISTRICT

BY: 
Robert A. Schapper,
Chief Executive Officer

DATE: 3/7/11

BY: 
Reini Jensen, M.D.

DATE: 2/28/11

Created in SharePoint

TAHOE FOREST HOSPITAL DISTRICT
PROFESSIONAL SERVICES AGREEMENT
COMMITTEE CHAIR – INTERDISCIPLINARY PRACTICE COMMITTEE
MEDICAL ADVISOR – ALLIED HEALTH PROFESSIONAL OVERSIGHT

This amendment is made and executed at Truckee, California on this 1st day of January, 2010, by and between Tahoe Forest Hospital District and Reini Jensen, M.D. and shall amend and become a part of a certain agreement made between the parties dated January 1, 2009.

NOW, THEREFORE, the parties agree as follows:

Paragraph 3, "Term" shall be amended to extend the term of the agreement for an additional year, terminating on 12/31/10.

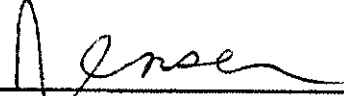
Except as specifically amended by this Amendment, all terms and conditions of the Basic Agreement shall remain in full force and effect.

AGREED:

TAHOE FOREST HOSPITAL DISTRICT

BY: 
Robert A. Schapper,
Chief Executive Officer

DATE: 8/17/10

BY: 
Reini Jensen, M.D.

DATE: 4/30/10

Contracts: AlliedHealthProfAmend 010110 Jensen

TAHOE FOREST HOSPITAL DISTRICT
PROFESSIONAL SERVICES AGREEMENT
COMMITTEE CHAIR – INTERDISCIPLINARY PRACTICE COMMITTEE
MEDICAL ADVISOR – ALLIED HEALTH PROFESSIONAL OVERSIGHT

This Agreement is made and entered into effective January 1, 2009 by and between Reini Jensen, M.D. (hereinafter referred to as "COMMITTEE CHAIR/ADVISOR") and Tahoe Forest Hospital District (hereinafter referred to as "DISTRICT").

RECITALS

DISTRICT currently operates a state licensed, Medicare certified, Critical Access Hospital. The DISTRICT desires to enter into an agreement with COMMITTEE CHAIR/ADVISOR to monitor the quality and appropriateness of care provided to residents of the DISTRICT. The COMMITTEE CHAIR/ADVISOR is licensed to practice medicine in the State of California. The DISTRICT is desirous of engaging COMMITTEE CHAIR/ADVISOR to perform such advisory duties as are set forth hereinafter.

TERMS

The parties hereby agree as follows:

1. **Responsibilities:** During the term of this agreement, the COMMITTEE CHAIR/ADVISOR will be responsible for the provision of all services outlined in Exhibit A (Job Description) attached hereto and made a part hereof.
2. **Compensation:** DISTRICT shall pay COMMITTEE CHAIR/ADVISOR \$100.00 per hour not to exceed 5 hours per month, payable on the 15th day of the month immediately following the month during which Advisory services are rendered by COMMITTEE CHAIR/ADVISOR. COMMITTEE CHAIR/ADVISOR will submit a quarterly invoice detailing services rendered under this agreement, e.g. attendance at meetings, chart review, etc. The Hospital will reimburse COMMITTEE CHAIR/ADVISOR for reasonable out-of-pocket expenses incurred by COMMITTEE CHAIR/ADVISOR when performing duties under this Agreement, and will also pay for training and education relating to the performance of those duties, as approved by the Hospital's Chief Executive Officer or designee.
3. **Term:** Subject to earlier termination as provided hereafter, this agreement shall continue for a period of one year commencing as of the above written date. The contract shall be reviewed annually.
4. **Termination:** This agreement may be terminated with or without cause by either party upon provision of thirty (30) days written notice to the other party addressed to the other party as follows:

DISTRICT
Chief Executive Officer
Tahoe Forest Hospital District
P.O. Box 759
Truckee, California 96160

COMMITTEE CHAIR/ADVISOR
Reini Jensen, M.D.
10115 West River Street
Truckee, California 96161

Any notice required or permitted hereunder shall be in writing and shall be deemed given as of the date deposited in the United States mail, postage prepaid.

5. Independent Contractor: COMMITTEE CHAIR/ADVISOR shall perform the services and duties required under this agreement as an independent contractor and not as an employee, agent or partner of, or joint venture with, DISTRICT.
6. DISTRICT's Obligations:
 - A. DISTRICT shall provide services to patients according to the DISTRICT/MEDICAL STAFF policies. DISTRICT retains professional and administrative responsibility for the services rendered.
 - B. Director of Medical Staff Services, and when appropriate, CHIEF EXECUTIVE OFFICER, will provide COMMITTEE CHAIR/ADVISOR with an orientation to the COMMITTEE CHAIR/ADVISOR functions. Additional materials will be provided, as needed, throughout the term of the agreement. The Director of Medical Staff Services, and when appropriate, CHIEF EXECUTIVE OFFICER, will be accessible to the COMMITTEE CHAIR/ADVISOR and will facilitate coordination and continuity of services.
 - C. DISTRICT will ensure the quality and utilization of services in accordance with its quality management program.
 - D. DISTRICT will provide COMMITTEE CHAIR/ADVISOR with any changes to these rules, regulations and standards and allow the COMMITTEE CHAIR/ADVISOR at least thirty (30) days to meet these changes.
7. Compliance With Laws and Regulations: COMMITTEE CHAIR/ADVISOR at all times while performing hereunder shall be licensed to practice medicine in the State of California; will maintain Active Staff privileges on the DISTRICT's Medical Staff to perform his/her duties with the Director of Medical Staff Services and the Chief Nursing Officer. COMMITTEE CHAIR/ADVISOR shall perform duties in a timely manner and in accordance with DISTRICT policies and Medical Staff Bylaws and Rules and Regulations and COMMITTEES' policies. In addition, COMMITTEE CHAIR/ADVISOR shall comply with the laws of the State of California, the standards of the Healthcare Facilities Accreditation Program (HFAP), and the Ethics of the American Medical Association. COMMITTEE CHAIR/ADVISOR will comply with educational requirements and adhere to personnel qualifications.
8. Insurance: All facility employees shall be covered by the general and professional liability insurance carried by DISTRICT. DISTRICT represents that COMMITTEE CHAIR/ADVISOR

shall be covered under DISTRICT's comprehensive general liability insurance while performing as COMMITTEE CHAIR/ADVISOR hereunder. COMMITTEE CHAIR/ADVISOR shall maintain at all times professional liability insurance with a company or companies qualified to conduct insurance business in the states and approved by the DISTRICT with limits not less than \$1,000,000.

9. Access To Books And Records Of Subcontractor: Upon the written request of the Secretary of Health and Human Services or the Comptroller General or any of their duly authorized representatives, the COMMITTEE CHAIR/ADVISOR will make available those contracts, books, documents and records necessary to verify the nature and extent of the costs of providing services under this agreement. Such inspection will be available up to four (4) years after rendering of such services. This section is included pursuant to and is governed by the requirements of Public Law 96-+99, Sec 952 (Sec 1861 (v) (1) of the Social Security Act) and the regulation promulgated thereunder.
10. Entire Agreement. This agreement contains the entire agreement of the parties hereto and supersedes all prior agreements, representations and understandings between the parties relating to the subject matter thereof.

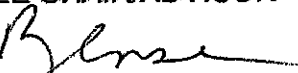
IN WITNESS WHEREOF, the parties have caused the agreement to be executed and delivered as of the date first above written.

DISTRICT

BY: 
Robert A. Schapper,
Chief Executive Officer

DATE: 2/10/09

COMMITTEE CHAIR/ADVISOR

BY: 
Reini Jensen, M.D.

DATE: 2/2/09

EXHIBIT A

JOB DESCRIPTION FOR COMMITTEE CHAIR – INTERDISCIPLINARY PRACTICE COMMITTEE MEDICAL ADVISOR – ALLIED HEALTH PROFESSIONAL OVERSIGHT

Summary:

The Interdisciplinary Practice Committee (IDPC) Chair is a physician to be responsible for standards coordination, planning for improvement of the IDPC and Medical Staff oversight of Allied Health Professionals in addition to their supervising physician in accordance with State of California Title 22 and HFAP regulatory requirements.

Essential duties include the following but not limited to:

The Chair:

- Provides consultation as requested by Medical Staff and Nursing Services;
- Works in cooperation with the IDPC as well as Nursing Services reviewing and revising Standardized Procedures and applicable policies and procedures;
- In accordance with the Allied Health Professional Manual, shall review all appointments/reappointments and supporting materials including QA monitoring and make recommendations to the appropriate department chair;
- Understands the regulatory requirements pertaining to Standardized Procedures and Allied Health Professionals;
- Will attend the IDPC meetings as scheduled and may be asked to attend MEC or other ad hoc committees related to this role.

NOT FOR USE FOR MEDICAL EQUIPMENT, MEDICAL SUPPLY OR GROUP PURCHASING CONTRACTS

CONTRACT ROUTING FORM

Email Completed Form to Executive Assistant (pbarrett@tfhd.com) for Processing and Compliance Review

NEW CONTRACT <input type="checkbox"/>		AMEND SCOPE <input checked="" type="checkbox"/>		AMEND TERM <input type="checkbox"/>		AUTO RENEW <input type="checkbox"/>		BAA <input type="checkbox"/>	
ORIGINATING DEPARTMENT: IVCH Administration				CONTACT PERSON: <u>Judy Newland</u> PHONE: 4220					
RESPONSIBLE ADMINISTRATIVE COUNCIL (AC):		CEO <input type="checkbox"/>	CFO <input type="checkbox"/>	COO <input type="checkbox"/>	CNO <input type="checkbox"/>	CIO <input type="checkbox"/>	IVCH <input checked="" type="checkbox"/>		
REQUIRES BOARD GOVERNANCE COMMITTEE REVIEW?		NO <input checked="" type="checkbox"/>		YES <input type="checkbox"/>		MEETING DATE: <u>Straight to Board</u>		COMMITTEE RECOMMENDS:	
TYPE OF CONTRACT:									
Physician Professional Service Agreement (P-PSA)				<input type="checkbox"/>	Type: _____				
Physician Medical Director Agreement (MDA)				<input checked="" type="checkbox"/>	Type: <u>Incline Village Health Clinic</u>				
Vendor Professional Service Agreement (V-PSA)				<input type="checkbox"/>	Type: _____				
Other _____				<input type="checkbox"/>	Type: _____				
❖ Business Associated Agreement Required?				YES <input type="checkbox"/>		NO <input checked="" type="checkbox"/>			
CONTRACTOR/VENDOR DETAILS: <i>If needed, additional instructions and information may be provided on Page 2</i>									
LEGAL NAME OF CONTRACTOR/ VENDOR: <u>Johanna Koch, M.D.</u>									
Purpose of the Contract/Alternatives: <u>Responsible for the supervision of the Incline Village Health Clinic practice and serve as the clinic's physician.</u>									
Scope of the Contract: <u>Provide oversight of mid-level practitioners in clinic.</u>									
DATES OF CONTRACT:		EFFECTIVE DATE: <u>12-14-2014</u>			END DATE: <u>12-13-2015</u>				
Version History:		Original Effective date: <u>12-14-2010</u> Renewal Dates: Amendment Dates:							
PHYSICIAN CONTRACTS: FOR STARK LAW COMPLIANCE, THE TERMS OF THIS CONTRACT CANNOT CHANGE FOR 1 YEAR									
Compensation Structure: <i>Include "other comp" (i.e. education, phone stipend, etc.)</i> <u>District shall pay Director \$100.00 per hour, not to exceed four hours per month.</u>									
Contract Term: <i>(anything other than Net 30 requires AC approval)</i>									
Total Cost of Contract:		<u>\$4,800.00</u>							
Compensation Audit Process:		<u>See Policies AGOV-10 and ABD-21</u>							
Is Cost of Contract Budgeted?		YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>							
If <u>NOT</u> budgeted or exceeds budgeted amount, identify the offset:									
TFHS Primary Responsible Party:		<u>Judy Newland</u>							
TFHS Secondary Responsible Party:		<u>Chris Spencer</u>							

ORIGINATING DEPARTMENT: IVCH Administration	CONTACT PERSON: <u>Judy Newland</u> Phone: <u>4220</u>
--	---

LEGAL NAME OF CONTRACTOR/ VENDOR: <u>Johanna Koch, M.D.</u>

REQUIRED COMPLIANCE INFORMATION	
Commercially Reasonable Verified Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/>	Compliance Officer Signature: <u>[Signature]</u>
Fair Market Value Verified Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/>	<u>[Signature]</u>

CONTRACTOR INFORMATION	
Contractor Representative Name:	<u>Johanna Koch, M.D.</u>
Mailing Address:	<u>889 Alder Ave, STE 203, Incline Village, NV 89451</u>
Telephone and Fax Number:	Phone: <u>775-832-5200</u> Fax: _____
Email Address of Contact:	<u>jkoch@tfhd.com</u>
Accounts Receivable Representative:	_____

REQUIRED FINANCIAL INFORMATION	
W-9 and Certificates of Insurance Must Be Submitted with any Contract	

ADDITIONAL INFORMATION	
------------------------	--

Contract amended to reflect addition of new time log attached as Exhibit B.

Fair Market Value (FMV) & Commercial Reasonableness (CR): At the rate of \$100/hour this contract is below the median FMV benchmark range for services to be performed by this physician. The contract meets CR based on information from the IVCH Administration (COO) that the number of hours (max 4 per month) and duties to be performed are reasonable and necessary.

Reference:
 Policy ABD – 21 Physician and Professional Service Agreements
 Policy AGOV – 10 Contract Review Policy
 Policy AFIN – 03 Accounts Payable Policy

*W-9s are required for any contract on which we are making payments.
 Certificates of Insurance are required for any contract in which any service is being provided.*

THIS SECTION FOR CONTRACTS COORDINATOR USE ONLY:

W-9 Received? Yes: <input type="checkbox"/> No: <input type="checkbox"/>	Certificate of Insurance Received? Yes: <input type="checkbox"/> No: <input type="checkbox"/>
New Vendor information Sent to Accounts Payable? Yes: <input type="checkbox"/> No: <input type="checkbox"/>	Email a copy of Section D (page 2) of the completed Routing Form to A/P. This is required for A/P to process their payments.

Contracts Review:	
_____	_____
Date	Initials
CFO Review:	
_____	_____
Date	Initials

BOARD ACTION: _____	MEETING DATE: _____
Out for TFHD Signature: _____	Date: _____
Out for Vendor Signature: _____	Date: _____
Uploaded to Contracts System: _____	Date: _____
Trigger dates set: YES <input type="checkbox"/> NO <input type="checkbox"/>	
CONTRACT #: _____	Document Reference: _____
(i.e. 10001)	(i.e. #####.C)

TAHOE FOREST HOSPITAL DISTRICT
AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT FOR
MEDICAL DIRECTOR INCLINE VILLAGE FAMILY HEALTH CLINIC

This amendment is made and executed at Truckee, California, effective on the 14 day of December 2014, by and between Tahoe Forest Hospital District and **Johanna Koch, M.D.** and shall amend and become a part of a certain agreement made between the parties dated December 14, 2010 (hereinafter " BASIC AGREEMENT").

NOW, THEREFORE, the parties agree as follows:

Paragraph 2 Compensation under the TERMS of the contract will be updated to reflect the attachment of "**Exhibit B**" as noted below.

2. Compensation: DISTRICT shall pay DIRECTOR \$100.00 per hour per month, payable on the 15th day of the month immediately following the month during which Directorship services are rendered by DIRECTOR. DIRECTOR will submit a monthly invoice, **attached as Exhibit B**, detailing services rendered under this agreement.

Except as specifically amended by this Amendment Agreement and any and all subsequent Amendments, the BASIC AGREEMENT shall continue in full force and effect pursuant to the terms thereof.

TAHOE FOREST HOSPITAL DISTRICT

BY: _____
Robert A. Schapper
Chief Executive Officer

Date: _____

BY: _____
Johanna Koch, M.D.

Date: _____

**TAHOE FOREST HOSPITAL DISTRICT
PROFESSIONAL SERVICES AGREEMENT
MEDICAL DIRECTOR INCLINE VILLAGE FAMILY HEALTH CLINIC**

This Agreement is made and entered into on December 14, 2010 by and between Dr. Johanna Koch (hereinafter referred to as "DIRECTOR") and Tahoe Forest Hospital District (hereinafter referred to as "DISTRICT").

RECITALS

DISTRICT currently operates a state licensed; medical clinic called Incline Village Family Health Clinic (hereinafter referred to as "CLINIC"). The DISTRICT desires to enter into an agreement with DIRECTOR to monitor the quality and appropriateness of care provided to primary care patients of the CLINIC. The DIRECTOR is licensed to practice medicine in the State of Nevada. The DISTRICT is desirous of engaging DIRECTOR to perform such directorship duties as are set forth hereinafter.

TERMS

The parties hereby agree as follows:

1. **Responsibilities:** During the term of this agreement, the DIRECTOR will be responsible for the supervision of the clinic practice and serve as the Clinic's Physician as outlined in Exhibit A (Job Description) attached hereto and made a part hereof.
2. **Compensation:** DISTRICT shall pay DIRECTOR \$100 per hour, not to exceed four hours per month, payable on the 15th day of the month immediately following the month during which Directorship services are rendered by DIRECTOR. Director will submit a monthly invoice detailing services rendered under this Agreement.
3. **Term:** Subject to earlier termination as provided hereafter, this agreement is effective December 14, 2010 and will automatically renew on each successive anniversary date, unless either party give the other written notice of an intent not to renew prior to the anniversary date. The contract shall be reviewed annually.
4. **Termination:** This agreement may be terminated with or without cause by either party upon provision of thirty (30) days written notice to the other party addressed to the other party as follows:

DISTRICT
Chief Executive Officer
Tahoe Forest Hospital District
P.O. Box 759
Truckee, California 96160

DIRECTOR
Johanna Koch, MD
889 Alder Ave, STE 203
Incline Village, NV 89451

Any notice required or permitted hereunder shall be in writing and shall be deemed given as of the date deposited in the United States mail, postage prepaid.

5. Independent Contractor: DIRECTOR shall perform the services and duties required under this agreement as an independent contractor and not as an employee, agent or partner of, or joint venture with, DISTRICT.
6. DISTRICT's Obligations:
 - A. DISTRICT shall provide services to patients according to the Occupational Health policies. DISTRICT retains professional and administrative responsibility for the services rendered.
 - B. Clinic Director will provide DIRECTOR with an orientation to the health clinic program. Additional materials will be provided, as needed, throughout the term of the agreement. The Clinic Director will be accessible to the DIRECTOR and will facilitate coordination and continuity of services to patients.
 - C. DISTRICT will ensure the quality and utilization of services in accordance with its quality management program.
 - D. DISTRICT will provide DIRECTOR with any changes to these rules, regulations and standards and allow the DIRECTOR at least thirty (30) days to meet these changes.
7. Compliance With Laws and Regulations: DIRECTOR at all times while performing hereunder shall be licensed to practice medicine in the State of California; will maintain Active Staff privileges on the DISTRICT's Medical Staff to perform his/her duties in the CLINIC. DIRECTOR shall perform duties in a timely manner and in accordance with DISTRICT policies and Medical Staff Bylaws and Rules and Regulations and CLINIC policies. In addition, DIRECTOR shall comply with the laws of the State of California, the standards of the Healthcare Facilities Accreditation Program (HFAP), and the Ethics of the American Medical Association. DIRECTOR will comply with educational requirements and adhere to personnel qualifications.
8. Insurance: All facility employees shall be covered by the general and professional liability insurance carried by DISTRICT. DISTRICT represents that DIRECTOR shall be covered under DISTRICT's comprehensive general liability insurance while performing as DIRECTOR hereunder. DIRECTOR shall maintain at all times professional liability insurance with a company or companies qualified to conduct insurance business in the states and approved by the DISTRICT with limits not less than \$1,000,000.
9. Access To Books And Records Of Subcontractor: Upon the written request of the Secretary of Health and Human Services or the Comptroller General or any of their duly authorized representatives, the DIRECTOR will make available those contracts, books, documents and records necessary to verify the nature and extent of the costs of providing services under this agreement. Such inspection will be available up to four (4) years after rendering of such services. This section is included pursuant to and is

governed by the requirements of Public Law 96-+99, Sec 952 (Sec 1861 (v) (1) of the Social Security Act) and the regulation promulgated thereunder.

10. Entire Agreement. This agreement contains the entire agreement of the parties hereto and supersedes all prior agreements, representations and understandings between the parties relating to the subject matter thereof.

IN WITNESS WHEREOF, the parties have caused the agreement to be executed and delivered as of the date first above written.

DISTRICT

BY: _____
Robert A. Schapper
Chief Executive Officer

DATE: _____

DIRECTOR

BY: 
Johanna Koch, MD

DATE: 3 Mar 11

EXHIBIT A
MEDICAL DIRECTOR INCLINE VILLAGE FAMILY HEALTH CLINIC
TAHOE FOREST HEALTH SYSTEM
Scope Of Responsibilities

1. Participate in the development of standardized procedures for use by the mid-level practitioners and support approval through IDPC Committee.
2. Participate in the design and monitoring of the Quality Improvement Program for the Department.
3. Review patient records as outlined in the Quality Improvement Plan to assess appropriateness of care provided by the mid-level practitioners.
4. Take appropriate action based on findings to promote quality patient care.
5. Be available by phone, and provide direction on other medical support for consultative services to the mid-level practitioner during hours of operation.
6. Is available on a regular basis to assess patients beyond the mid- level practitioner's scope of practice or who show a failure to progress.
7. The Medical Director works closely with the Clinic Director to maintain standards of care and strategize on program growth and development.
8. Provide recommendations to District administration regarding the department's operating budget, equipment, planning and marketing.
9. The Medical Director is not involved in the day-to-day operations of the department. Operational concerns are directed to the Clinic Director.
10. The Medical Director meets with the mid-level practitioners on a scheduled monthly basis, or more frequently if necessary, for chart review following an established agenda.
11. Monthly submits an invoice detailing services rendered under this agreement, e.g. attendance at meetings, chart review, etc.

NOT FOR USE FOR MEDICAL EQUIPMENT, MEDICAL SUPPLY OR GROUP PURCHASING CONTRACTS

CONTRACT ROUTING FORM

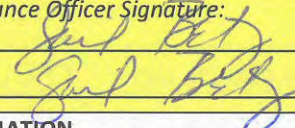
Email Completed Form to Executive Assistant (pbarrett@tfhd.com) for Processing and Compliance Review

NEW CONTRACT <input type="checkbox"/>		AMEND SCOPE <input checked="" type="checkbox"/>	AMEND TERM <input type="checkbox"/>	AUTO RENEW <input type="checkbox"/>	BAA <input type="checkbox"/>		
ORIGINATING DEPARTMENT: Health Clinic		CONTACT PERSON: Chris Spencer PHONE: 530-582-3277					
RESPONSIBLE ADMINISTRATIVE COUNCIL (AC):		CEO <input type="checkbox"/>	CFO <input type="checkbox"/>	COO <input checked="" type="checkbox"/>	CNO <input type="checkbox"/>	CIO <input type="checkbox"/>	IVCH <input type="checkbox"/>
REQUIRES BOARD GOVERNANCE COMMITTEE REVIEW?		NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	MEETING DATE: Straight to Board		COMMITTEE RECOMMENDS:	
TYPE OF CONTRACT:							
Physician Professional Service Agreement (P-PSA)		<input type="checkbox"/>	Type: _____				
Physician Medical Director Agreement (MDA)		<input checked="" type="checkbox"/>	Type: Health Clinic				
Vendor Professional Service Agreement (V-PSA)		<input type="checkbox"/>	Type: _____				
Other _____		<input type="checkbox"/>	Type: _____				
Business Associated Agreement Required?		YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>				
CONTRACTOR/VENDOR DETAILS: <i>If needed, additional instructions and information may be provided on Page 2</i>							
LEGAL NAME OF CONTRACTOR/ VENDOR: Greg Tirdel MD							
Purpose of the Contract/Alternatives: Medical oversight primary care safety net clinic for adult population seen at clinic. Pediatric oversight provided by Pediatrician for pediatric patients seen at clinic. contract with family practice physician to provide direct care at clinic in partnership with NP's and PA's							
Scope of the Contract: Monitor the quality and appropriateness of care to patients in the clinic.							
DATES OF CONTRACT:		EFFECTIVE DATE: 2-1-2015		END DATE: 1-31-2016			
Version History:		Original Effective date: 1/16/2004 Renewal Dates: annually 2/1/08, 2/1/09, 2/1/10, 2/1/11, 2/1/12, 2/1/13 Amendment Dates: 2/15/05, 2/28/06, 2/1/07					
PHYSICIAN CONTRACTS: FOR STARK LAW COMPLIANCE, THE TERMS OF THIS CONTRACT CANNOT CHANGE FOR 1 YEAR							
Compensation Structure: <i>Include "other comp" (i.e. education, phone stipend, etc.)</i> \$100/hr not to exceed \$800 per month							
Contract Term: <i>(anything other than Net 30 requires AC approval)</i>							
Total Cost of Contract:		\$9600					
Compensation Audit Process:		See Policies AGOV-10 and ABD-21					
Is Cost of Contract Budgeted?		YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>					
If NOT budgeted or exceeds budgeted amount, identify the offset:							
TFHS Primary Responsible Party:		Chris Spencer, Director Health Clinic					
TFHS Secondary Responsible Party:		Virginia Razo, COO					

ORIGINATING DEPARTMENT: Health Clinic	CONTACT PERSON: Chris Spencer Phone: 530-582-3277
--	--

LEGAL NAME OF CONTRACTOR/ VENDOR: Greg Tirdel MD
--

REQUIRED COMPLIANCE INFORMATION

Commercially Reasonable Verified	Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/>	Compliance Officer Signature: 
Fair Market Value Verified	Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/>	

CONTRACTOR INFORMATION

Contractor Representative Name:	Greg Tirdel, MD		
Mailing Address:			
Telephone and Fax Number:	Phone:	Fax:	
Email Address of Contact:			
Accounts Receivable Representative:			

REQUIRED FINANCIAL INFORMATION

W-9 and Certificates of Insurance Must Be Submitted with any Contract

ADDITIONAL INFORMATION

Contract amended to reflect addition of new time log attached as Exhibit C.

Fair Market Value (FMV) & Commercial Reasonableness (CR): At the rate of \$100. per hour this contract is below the median FMV benchmark range for services to be performed by this physician. The contract meets CR based on information from the Director that the number of hours (approximately 8 per month) and duties to be performed are reasonable and necessary."

Reference:
 Policy ABD – 21 Physician and Professional Service Agreements
 Policy AGOV – 10 Contract Review Policy
 Policy AFIN – 03 Accounts Payable Policy

*W-9s are required for any contract on which we are making payments.
 Certificates of Insurance are required for any contract in which any service is being provided.*

THIS SECTION FOR CONTRACTS COORDINATOR USE ONLY:

W-9 Received?	Yes: <input type="checkbox"/> No: <input type="checkbox"/>	Certificate of Insurance Received?	Yes: <input type="checkbox"/> No: <input type="checkbox"/>
New Vendor information Sent to Accounts Payable?	Yes: <input type="checkbox"/> No: <input type="checkbox"/>	Email a copy of Section D (page 2) of the completed Routing Form to A/P. This is required for A/P to process their payments.	

Contracts Review:	
_____	_____
Date	Initials
CFO Review:	
_____	_____
Date	Initials

BOARD ACTION: _____	MEETING DATE: _____
Out for TFHD Signature: _____	Date: _____
Out for Vendor Signature: _____	Date: _____
Uploaded to Contracts System: _____	Date: _____
Trigger dates set: YES <input type="checkbox"/> NO <input type="checkbox"/>	
CONTRACT #: _____	Document Reference: _____
(i.e. 10001)	(i.e. #####.C)

TAHOE FOREST HOSPITAL DISTRICT
AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT FOR
MEDICAL DIRECTOR – HEALTH CLINIC

This amendment is made and executed at Truckee, California, effective on the 1st day of February 2015, by and between Tahoe Forest Hospital District and **Greg Tirdel, M.D.** and shall amend and become a part of a certain agreement made between the parties dated January 16, 2004 (hereinafter “ BASIC AGREEMENT”).

NOW, THEREFORE, the parties agree as follows:

Paragraph 2 Compensation under the TERMS of the contract will be updated to reflect the attachment of “**Exhibit C**” as noted below.

2. Compensation: DISTRICT shall pay DIRECTOR as outlined on Exhibit B (Professional Fees Schedule) attached hereto and made a part hereof, payable on the 15th day of the month immediately following the month during which Directorship services are rendered by DIRECTOR. DIRECTOR will submit a monthly invoice a monthly invoice, **attached as Exhibit C**, detailing services rendered under this Agreement.

Except as specifically amended by this Amendment Agreement and any and all subsequent Amendments, the BASIC AGREEMENT shall continue in full force and effect pursuant to the terms thereof.

TAHOE FOREST HOSPITAL DISTRICT

BY: _____
Robert A. Schapper
Chief Executive Officer

Date: _____

BY: _____
Greg Tirdel, M.D.

Date: _____

TAHOE FOREST HOSPITAL DISTRICT
CLINICS
PROFESSIONAL SERVICES AGREEMENT
MEDICAL DIRECTOR – HEALTH CLINIC
AMENDMENT AGREEMENT

This amendment is made and executed at Truckee, California on the 1st day of February, 2007 by and between Tahoe Forest Hospital District and Greg Tirdel, M.D. and shall amend and become part of a certain agreement made between the parties dated January 16, 2004 (basic agreement) and subsequent amendments.

NOW, THEREFORE, the parties agree as follows:

1. Term: Is hereby amended to read: This Amendment Agreement is effective February 1, 2007 and will automatically renew on each successive anniversary date, unless either party give the other written notice of an intent not to renew prior to the anniversary date.

Except as specifically amended by this Amendment, all terms and conditions of this agreement shall remain in full force and effect.

AGREED:

TAHOE FOREST HOSPITAL DISTRICT

BY: 
Robert A. Schapper
Chief Executive Officer

DATE: 2/24/07

BY: 
Greg Tirdel, M.D.

DATE: 2/16/07

TAHOE FOREST HOSPITAL DISTRICT
CLINICS
PROFESSIONAL SERVICES AGREEMENT
MEDICAL DIRECTOR – HEALTH CLINIC
AMENDMENT AGREEMENT

This amendment is made and executed at Truckee, California on the 28 day of February, 2006 by and between Tahoe Forest Hospital District and Greg Tirdel, M.D. and shall amend and become part of a certain agreement made between the parties dated January 16, 2004 (basic agreement) and subsequent amendments.


NOW, THEREFORE, the parties agree as follows:

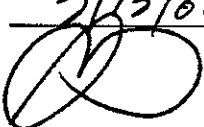
1. Term: Is hereby amended to have the term continue for a period of one year until February 28, 2007.

Except as specifically amended by this Amendment, all terms and conditions of this agreement shall remain in full force and effect.

AGREED:

TAHOE FOREST HOSPITAL DISTRICT

BY: 
Robert A. Schapper
Chief Executive Officer

DATE: 3/13/06


BY: _____
Greg Tirdel, M.D.

DATE: 3/2/06

Contracts:H:TirdelClinicDirAgAmd206

TAHOE FOREST HOSPITAL DISTRICT
CLINICS
PROFESSIONAL SERVICES AGREEMENT
MEDICAL DIRECTOR – HEALTH CLINIC
AMENDMENT AGREEMENT

This amendment is made and executed at Truckee, California on the 15 day of February, 2005 by and between Tahoe Forest Hospital District and Greg Tirdel, M.D. and shall amend and become part of a certain agreement made between the parties dated January 16, 2004 (basic agreement) and subsequent amendment.


NOW, THEREFORE, the parties agree as follows:

1. Term: Is hereby amended to have the term continue for a period of one year until February 28, 2006.
2. Exhibit A - Scope Of Responsibilities: Is amended as attached.
3. Exhibit B – Professional Fees Schedule: Is amended as attached.

Except as specifically amended by this Amendment, all terms and conditions of this agreement shall remain in full force and effect.

AGREED:

TAHOE FOREST HOSPITAL DISTRICT

BY: 
Robert A. Schapper
Chief Executive Officer

DATE: 2/25/05

BY: 
Greg Tirdel, M.D.

DATE: 2/25/05

Contracts:H:TirdelClinicDirAgAmd205

EXHIBIT A
MEDICAL DIRECTOR – HEALTH CLINIC
DEPARTMENT OF CLINICS
TAHOE FOREST HOSPITAL HEALTH SYSTEM
Scope Of Responsibilities

1. Participate in the development of standardized procedures for use by the mid-level practitioners in the Department Of Clinics and support approval through IDPC Committee. Represents clinic practice at Medicine Committee.
2. Participate in the design and monitoring of the Quality Improvement Program for the Department.
3. Review patient records as outlined in the Quality Improvement Plan to assess appropriateness of care provided by mid-level practitioners.
4. Take appropriate action based on findings to promote quality patient care.
5. Be available by phone, and provide direction on other medical support for consultative services to the mid-level practitioner during hours of operation (5 days week/8 hrs. day).
6. Is available on a regular basis to assess patients beyond the mid- level practitioner's scope of practice or who show a failure to progress.
7. The Medical Director works closely with the Clinic Director to maintain standards of care and strategize on program growth and development.
8. Provide recommendations to District administration regarding the department's operating budget, equipment, planning and marketing.
9. The Medical Director is not involved in the day-to-day operations of the department. Operational concerns are directed to the Health Clinic Director.
10. The Medical Director meets with the mid-level practitioners on a scheduled monthly basis, or more frequently if necessary, for chart review following an established agenda.
11. Monthly submits an invoice detailing services rendered under this agreement, e.g. attendance at meetings, chart review, etc.

**EXHIBIT B
MEDICAL DIRECTOR – HEALTH CLINIC
DEPARTMENT OF CLINICS
PROFESSIONAL FEES SCHEDULE**

The Schedule of Fees set forth below shall represent Physician’s complete compensation for professional services rendered under this Agreement. Any changes to said schedule shall be agreed upon in writing by both parties and shall be in substantial accordance with fees for comparable services in the general service area of the facility. Director will submit a monthly invoice detailing services rendered under this Agreement.

Professional Fee Schedule

Chart review to ensure appropriate standards of practice

Included in stipend

Monthly stipend for electronic availability, monthly meeting with mid-level practitioners, WC panel meeting

\$100/hr. not to exceed 8 hrs./month

TAHOE FOREST HOSPITAL DISTRICT
CLINICS
PROFESSIONAL SERVICES AGREEMENT
MEDICAL DIRECTOR - HEALTH CLINIC
AMENDMENT AGREEMENT

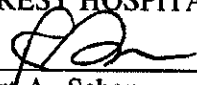
This amendment is made and executed at Truckee, California on the 25 day of January, 2005 by and between Tahoe Forest Hospital District and Greg Tirdel, M.D., and shall amend and become a part of a certain agreement made between the parties dated August 31, 2000 (Basic Agreement).

NOW, THEREFORE, the parties agree as follows:

1. Paragraph V, Term Of Agreement, Paragraph 1: Is hereby amended to have the term continue until February 28, 2005.
2. Except as specifically amended by this Amendment, all terms and conditions of the Agreement and subsequent Amendment shall remain in full force and effect.

AGREED:

TAHOE FOREST HOSPITAL DISTRICT

BY: 
Robert A. Schapper
Chief Executive Officer

DATE: 1/31/05

BY: 
Greg Tirdel, M.D.

DATE: 1/25/05

JM/Contracts:TirdelClinicCo-DirAmd0105

TAHOE FOREST HOSPITAL DISTRICT
CLINICS
PROFESSIONAL SERVICES AGREEMENT
MEDICAL DIRECTOR } - HEALTH CLINIC

This Agreement is made and entered into on 1/16/04, 2004 by and between Greg Tirdel, MD (hereinafter referred to as "DIRECTOR") and Tahoe Forest Hospital District (hereinafter referred to as "DISTRICT").

RECITALS

DISTRICT currently operates a state licensed, Medicare certified medical clinic called Tahoe Forest Occupational Health Clinic (hereinafter referred to as "CLINIC"). The DISTRICT desires to enter into an agreement with DIRECTOR to monitor the quality and appropriateness of care provided to patients of the CLINIC. The DIRECTOR is licensed to practice medicine in the State of California. The DISTRICT is desirous of engaging DIRECTOR to perform such directorship duties as are set forth hereinafter.

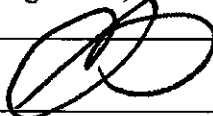
TERMS

The parties hereby agree as follows:

1. Responsibilities: During the term of this agreement, the DIRECTOR will be responsible for the provision of all Clinical Physician responsibilities and serve as the Clinic's Physician as outlined in Exhibit A (Job Description) attached hereto and made a part hereof.
2. Compensation: DISTRICT shall pay DIRECTOR as outlined on Exhibit B (Professional Fees Schedule) attached hereto and made a part hereof, payable on the 15th day of the month immediately following the month during which Directorship services are rendered by DIRECTOR.
3. Term: Subject to earlier termination as provided hereafter, this agreement shall continue for a period of one year commencing as of the above written date. The contract shall be reviewed annually.
4. Termination: This agreement may be terminated with or without cause by either party upon provision of thirty (30) days written notice to the other party addressed to the other party as follows:

DISTRICT
Administrator
Tahoe Forest Hospital District
P.O. Box 759
Truckee, California 96160

DIRECTOR
Greg Tirdel, MD



Any notice required or permitted hereunder shall be in writing and shall be deemed given as of the date deposited in the United States mail, postage prepaid.


5. Independent Contractor: DIRECTOR shall perform the services and duties required under this agreement as an independent contractor and not as an employee, agent or partner of, or joint venture with, DISTRICT.
6. DISTRICT's Obligations:
 - A. DISTRICT shall provide services to patients according to the Occupational Health policies. DISTRICT retains professional and administrative responsibility for the services rendered.
 - B. Clinic Coordinator will provide DIRECTOR with an orientation to the health clinic program. Additional materials will be provided, as needed, throughout the term of the agreement. The Clinic Coordinator will be accessible to the DIRECTOR and will facilitate coordination and continuity of services to patients.
 - C. DISTRICT will ensure the quality and utilization of services in accordance with its quality management program.
 - D. DISTRICT will provide DIRECTOR with any changes to these rules, regulations and standards and allow the DIRECTOR at least thirty (30) days to meet these changes.
7. Compliance With Laws and Regulations: DIRECTOR at all times while performing hereunder shall be licensed to practice medicine in the State of California; will maintain Active Staff privileges on the DISTRICT's Medical Staff to perform his/her duties in the CLINIC. DIRECTOR shall perform duties in a timely manner and in accordance with DISTRICT policies and Medical Staff Bylaws and Rules and Regulations and CLINIC policies. In addition, DIRECTOR shall comply with the laws of the State of California, the standards of the Healthcare Facilities Accreditation Program (HFAP), and the Ethics of the American Medical Association. DIRECTOR will comply with educational requirements and adhere to personnel qualifications.
8. Insurance: All facility employees shall be covered by the general and professional liability insurance carried by DISTRICT. DISTRICT represents that DIRECTOR shall be covered under DISTRICT's comprehensive general liability insurance while performing as DIRECTOR hereunder. DIRECTOR shall maintain at all times professional liability insurance with a company or companies qualified to conduct insurance business in the states and approved by the DISTRICT with limits not less than \$1,000,000.
9. Access To Books And Records Of Subcontractor: Upon the written request of the Secretary of Health and Human Services or the Comptroller General or any of their duly authorized representatives, the DIRECTOR will make available those contracts, books, documents and records necessary to verify the nature and extent of the costs of providing services under this agreement. Such inspection will be available up to four (4) years after rendering of such services. This section is included pursuant to and is governed by the requirements of Public Law

96-+99, Sec 952 (Sec 1861 (v) (1) of the Social Security Act) and the regulation promulgated thereunder.

10. Entire Agreement. This agreement contains the entire agreement of the parties hereto and supersedes all prior agreements, representations and understandings between the parties relating to the subject matter thereof.

IN WITNESS WHEREOF, the parties have caused the agreement to be executed and delivered as of the date first above written.

DISTRICT

BY: 
Robert A. Schapper, CEO

DATE: 2/4/04

DIRECTOR

BY: 
Greg Tirdel, MD

DATE: 1/16/04

EXHIBIT A
MEDICAL DIRECTOR – HEALTH CLINIC
DEPARTMENT OF CLINICS
TAHOE FOREST HOSPITAL HEALTH SYSTEM
Scope Of Responsibilities

1. Participate in the development of standardized procedures for use by the Registered Nurses and mid-level practitioners in the Department Of Clinics and support approval through IDPC Committee.
2. Participate in the design and monitoring of the Quality Improvement Program for the Department including the outpatient chemical dependency program.
3. Review patient records as outlined in the Quality Improvement Plan to assess appropriateness of care provided by Registered Nurses and mid-level practitioners.
4. Take appropriate action based on findings to promote quality patient care.
5. Be available by phone, and provide direction on other medical support for consultative services to the Registered Nurse or mid-level practitioner during hours of operation (5 days week/8 hrs. day).
6. Is available on a regular basis to assess patients beyond the Registered Nurse or mid- level practitioner's scope of practice or who show a failure to progress.
7. The Clinical Director works closely with the Clinic Department Head to maintain standards of care and strategize on program growth and development.
8. Provide recommendations to District administration regarding the department's operating budget, equipment, planning and marketing.
9. The Clinical Director is not involved in the day-to-day operations of the department. Operational concerns are directed to the Health Clinic Director.
10. The Clinical Director meets with the Registered Nurses and mid-level practitioners on a scheduled monthly basis, or more frequently if necessary, for chart review following an established agenda.
11. Monthly submits an invoice detailing services rendered under this agreement, e.g. attendance at meetings, chart review, etc.

**EXHIBIT B
MEDICAL DIRECTOR – HEALTH CLINIC
DEPARTMENT OF CLINICS
PROFESSIONAL FEES SCHEDULE**

The Schedule of Fees set forth below shall represent Physician’s complete compensation for professional services rendered under this Agreement. Any changes to said schedule shall be agreed upon in writing by both parties and shall be in substantial accordance with fees for comparable services in the general service area of the facility. Director will submit a monthly invoice detailing services rendered under this Agreement.

Professional Fee Schedule

Chart review to ensure appropriate standards of practice	\$5.00 per review/not to exceed 15% of patient visits/month
Monthly stipend for electronic availability, monthly meeting with mid-level practitioners, WC panel meeting	\$500.00 per month

NOT FOR USE FOR MEDICAL EQUIPMENT, MEDICAL SUPPLY OR GROUP PURCHASING CONTRACTS

CONTRACT ROUTING FORM

Email Completed Form to Executive Assistant (pbarrett@tfhd.com) for Processing and Compliance Review

NEW CONTRACT <input checked="" type="checkbox"/> AMENDMENT <input type="checkbox"/> RENEWAL <input type="checkbox"/> EXTENSION <input type="checkbox"/> BAA <input type="checkbox"/>	
ORIGINATING DEPARTMENT: Administration	CONTACT PERSON: Virginia Razo, COO PHONE: 530-582-3433
RESPONSIBLE ADMINISTRATIVE COUNCIL (AC): CEO <input type="checkbox"/> CFO <input type="checkbox"/> COO <input checked="" type="checkbox"/> CNO <input type="checkbox"/> CIO <input type="checkbox"/> IVCH <input type="checkbox"/>	
REQUIRES BOARD GOVERNANCE COMMITTEE REVIEW? NO <input type="checkbox"/> YES <input checked="" type="checkbox"/> MEETING DATE: Straight to Board	COMMITTEE RECOMMENDS: Pending
TYPE OF CONTRACT:	
Physician Professional Service Agreement (P-PSA) <input type="checkbox"/>	Type: _____
Physician Medical Director Agreement (MDA) <input checked="" type="checkbox"/>	Type: Associate Medical Director of Oncology
Vendor Professional Service Agreement (V-PSA) <input type="checkbox"/>	Type: _____
Other _____ <input type="checkbox"/>	Type: _____
Business Associated Agreement Required? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	
CONTRACTOR/VENDOR DETAILS: <i>If needed, additional instructions and information may be provided on Page 2</i>	
LEGAL NAME OF CONTRACTOR/ VENDOR: Melissa Kaime, MD	
Purpose of the Contract/Alternatives: Associate Medical Director oversight for District's oncology services; to allow for succession planning for Medical Director of Oncology	
Scope of the Contract: In the absence of the Medical Director of Oncology Program Associate Medical Director will be responsible for: Oversight of medical oncology program Oncology Program integration Oncology Medical administration Clinical research oversight Education oversight Quality program oversight Strategic and business planning for oncology services In addition, the Associate Medical Director will be responsible to ensure full compliance with ACOS accreditation standards	
DATES OF CONTRACT:	EFFECTIVE DATE: 12/1/2014 END DATE: 11/30/17
Version History:	Original Effective date: 7/1/2013 Renewal Dates: Amendment Dates:
PHYSICIAN CONTRACTS: FOR STARK LAW COMPLIANCE, THE TERMS OF THIS CONTRACT CANNOT CHANGE FOR 1 YEAR	
Compensation Structure: <i>Include "other comp" (i.e. education, phone stipend, etc.)</i> \$25,000 per year paid in twelve (12) monthly installments of Two Thousand and Eighty Three Dollars (\$2083.00) each month	
Contract Term: <i>(anything other than Net 30 requires AC approval)</i>	
Total Cost of Contract:	\$25,000 / year
Compensation Audit Process:	See Policies AGOV-10 and ABD-21
Is Cost of Contract Budgeted?	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
If NOT budgeted or exceeds budgeted amount, identify the offset:	
TFHS Primary Responsible Party:	Virginia A. Razo, COO
TFHS Secondary Responsible Party:	Tim Garcia-Jay, Executive Director of Clinics

ORIGINATING DEPARTMENT: Administration	CONTACT PERSON: Virginia Razo, COO Phone: 530-582-3433
---	---

LEGAL NAME OF CONTRACTOR/ VENDOR: Melissa Kaime, MD

REQUIRED COMPLIANCE INFORMATION	
Commercially Reasonable Verified Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/>	Compliance Officer Signature: 
Fair Market Value Verified Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/>	

CONTRACTOR INFORMATION	
Contractor Representative Name:	Melissa Kaime, MD
Mailing Address:	PO BOX 3974, Truckee, CA 96160
Telephone and Fax Number:	Phone: _____ Fax: _____
Email Address of Contact:	ekaime@tfhd.com
Accounts Receivable Representative:	

REQUIRED FINANCIAL INFORMATION	
W-9 and Certificates of Insurance Must Be Submitted with any Contract	

ADDITIONAL INFORMATION	
------------------------	--

Contract has been in holdover status; new contract required

Recommend term of three (3) years.

Fair Market Value (FMV) & Commercial Reasonableness (CR): At the rate of \$25,000. per year for approximately 6 hours of services per week, this contract is below the median FMV benchmark range for services to be performed by this oncologist. The contract meets CR based on information from the Executive Director that the number of hours (approximately 6 per week) and duties to be performed are reasonable and necessary.

Reference:
 Policy ABD – 21 Physician and Professional Service Agreements
 Policy AGOV – 10 Contract Review Policy
 Policy AFIN – 03 Accounts Payable Policy

*W-9s are required for any contract on which we are making payments.
 Certificates of Insurance are required for any contract in which any service is being provided.*

THIS SECTION FOR CONTRACTS COORDINATOR USE ONLY:

W-9 Received? Yes: <input type="checkbox"/> No: <input type="checkbox"/>	Certificate of Insurance Received? Yes: <input type="checkbox"/> No: <input type="checkbox"/>
New Vendor information Sent to Accounts Payable? Yes: <input type="checkbox"/> No: <input type="checkbox"/>	Email a copy of Section D (page 2) of the completed Routing Form to A/P. This is required for A/P to process their payments.

Contracts Review:	
_____	_____
Date	Initials
CFO Review:	
_____	_____
Date	Initials

BOARD ACTION: _____	MEETING DATE: _____
Out for TFHD Signature: _____ Date: _____	Receive Date: _____
Out for Vendor Signature: _____ Date: _____	Receive Date: _____
Uploaded to Contracts System: _____ Date: _____	Trigger dates set: YES <input type="checkbox"/> NO <input type="checkbox"/>
CONTRACT #: _____ (i.e. 10001)	Document Reference: _____ (i.e. #####.C)

**TAHOE FOREST HOSPITAL DISTRICT
ASSOCIATE MEDICAL DIRECTOR OF ONCOLOGY AGREEMENT**

This Tahoe Forest Hospital District Associate Medical Director of Oncology Agreement ("Agreement") is made and entered into on this 1st day of December 2014 by and between TAHOE FOREST HOSPITAL DISTRICT, a California Hospital District organized and operating under the California Health Care District Law and doing business as Tahoe Forest Hospital ("Hospital"), and Melissa Kaime, M.D., an individual ("Physician").

RECITALS

A. Hospital is the owner and operator of Tahoe Forest Hospital District, a general acute care hospital located at 10121 Pine Avenue, Truckee, California, which operates an Oncology Program (the "Program") to serve the communities of Truckee, North Lake Tahoe, Incline Village and areas to the north in Sierra and Plumas counties.

B. Physician is a physician who is licensed to practice medicine in the State of California, is experienced in the organization and delivery of services in the medical specialties of Hematology and Oncology (the "Specialty") and qualified to provide certain associate medical director services to the Program.

C. Hospital desires that Physician provide certain associate medical director services for the Program.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants herein contained, the parties hereto agree as follows:

1. ONCOLOGY PROGRAM

1.2 Professional Services.

(a) Medical Director Services. Physician shall serve as the Associate Medical Director of Oncology ("Associate Medical Director") and shall perform the duties and obligations set forth in Exhibit A, attached hereto and hereby incorporated by reference ("Services").

(b) Limits on Authority. Neither Physician nor any other person providing services hereunder on Physician's behalf shall have authority to engage in direct purchasing or otherwise contract for any liability on behalf of Hospital.

1.2 Qualifications.

(a) Physician shall maintain on an unrestricted basis:

(i) California licensure as a physician;

- (ii) Membership in good standing on Hospital's medical staff (the "Medical Staff") and appropriate clinical privileges at Hospital in the Specialty;
- (iii) Federal Drug Enforcement Administration registration;
- (iv) Professional liability insurance as set forth in Section 5.1 (Professional Liability Insurance Coverage);
- (v) Board certification in the Specialty, as determined by the Hospital;
- (vi) Participation in good standing in the Medicare and Medi-Cal program.

Physician shall not have been: (i) excluded or suspended from participation in any federal or state health care program, including Medicare, Medi-Cal or CHAMPUS/Tricare; (ii) received a Criminal Conviction related to the delivery of health care services or to the neglect or abuse of patients; or (iii) suspended, excluded, debarred or sanctioned under any other federal program, including the Food and Drug Administration, the National Institutes of Health, the Department of Defense or the Department of Veterans Affairs.

For purposes of this Agreement, a "Criminal Conviction" shall mean: (i) a judgment of conviction that has been entered against Physician by a federal, state or local court, regardless of whether there is an appeal pending or whether the judgment of conviction or other record relating to criminal conduct has been expunged; (ii) a finding of guilt against Physician that has been accepted by a federal, state or local court; (iii) a plea of *nolo contendere* by Physician that has been accepted by a federal, state or local court; or (iv) the entering into participation in a first offender, deferred adjudication or other arrangement or program where judgment of conviction has been withheld.

(b) Physician shall notify Hospital of any material change in status with respect to his or her compliance with Section 1.2(a), including, without limitation, the imposition of any integrity agreement, consent decree or settlement agreement with any state or federal agency having jurisdiction over Physician's practice. Physician shall notify Hospital if any malpractice action against Physician is pending, settled or goes to judgment. Failing to maintain any of the qualifications set forth in Section 1.2(a), shall terminate the Physician from providing any services under this Agreement, upon the request of Hospital.

(c) Physician shall participate as a member of the Medical Staff, and shall be subject to all rights and obligations of members under the Medical Staff Bylaws, including those related to peer review, discipline, committee service, continuing medical education ("CME") and the performance of other duties consistent with the practice of medicine on the staff of an accredited general acute care hospital. Except as provided in Section 4.3 (Effects of Expiration or Termination), the parties agree that the granting and termination of Medical Staff membership and clinical privileges of Physician shall be governed solely by the Medical Staff Bylaws then in effect.

1.3 Quality of Service. Physician shall perform Services in accordance with the Hospital Bylaws, the Medical Staff Bylaws, Rules and Regulations, and the standards established by the Executive Committee of the Medical Staff. In addition, Physician shall provide Services in accordance with the ethical and professional standards of the American Medical Association and the California Medical Association, and shall abide by all rules and regulations applicable to Services provided under this Agreement established by the California Department of Health Services, the American Osteopathic Association's Bureau of Healthcare Facilities Program ("AOA"), the United States Department of Health and Human Services and all other governmental laws and authorities relating to licensure and practice of the Specialty or provision of Services in hospitals.

1.4 Cooperation.

(a) In providing the Services required by this Agreement, Physician shall cooperate with Hospital, its staff and the members of the Medical Staff to maintain the integrity of Hospital and to achieve Hospital's and Program's mission and operational goals. Physician shall provide input to management regarding all aspects of Program operations to assure high-quality, cost-effective, customer-oriented service. Physician shall comply with Medical Staff and Hospital policies designed to prevent and eliminate disruptive physician conduct. In case of disruptive physician conduct, the Associate Medical Director will resolve the issue or remove Physician from practice in the Program at the time the disruptive conduct arises. If conduct problems continue, Hospital and Physician will meet and agree upon a resolution. If a resolution cannot be reached, the matter will be resolved in accordance with Section 6.4 (Dispute Resolution).

(b) Physician and Hospital agree to cooperate in all reasonable respects necessary to facilitate Hospital's entry into or maintenance of any third-party payor arrangement during the term of this Agreement. Hospital and Physician agree to notify one another during the development of contractual arrangements that involve the Program.

(c) Physician and Hospital agree to cooperate in dealing with any and all applicable regulatory agencies that govern the provision of services in Hospital. Except as required or permitted by law or court order, Physician shall not submit information concerning the Program to regulatory agencies without consulting with, providing Hospital an opportunity to review and comment, and receiving written approval from Hospital. Physician further agrees to proactively participate and assist in the preparation of any clinical, regulatory, legal or certification surveys or audits required of Hospital.

1.5 Compliance and Participation in Quality Improvement and Case Management. Physician has been provided Hospital's Code of Conduct and has received or agrees to receive training with respect to Hospital's Compliance Program and to participate in such program. Physician shall support other compliance-related activities of Hospital, whether voluntarily initiated by Hospital or required by any federal, state or local agency, including attendance in education and training sessions and providing certifications of attendance as requested by Hospital. Physician agrees to actively participate in and comply with Hospital's

policies and procedures governing quality improvement, utilization review, case management activities and administrative services in order to help facilitate Hospital's provision of quality, cost-effective health care services.

1.6 Nondiscrimination. Physician shall provide services under this Agreement without regard to any individual's race, color, age, creed, sex, national origin, ancestry, marital status, sexual orientation, disability, financial status or participation in any private or governmental payor program or plan.

1.7 Space, Utilities, Services and Supplies. Physician shall use Hospital premises solely for the provision of Services specified in this Agreement for furnishing professional services as specified in any other agreement between the parties. No part of Hospital premises shall be used at any time by Physician as an office for personal use or for conducting a private practice.

1.8 Equipment. Hospital shall furnish, replace, repair and maintain such equipment as is necessary for the proper operation and conduct of the Program in accordance with standards of contemporary practice and quality that prevail in the community, at Hospital's own cost and expense and in accordance with Hospital's standard budget process. Physician shall supervise the operation of equipment in the Program in a proper and safe manner and report to Hospital any malfunction or other problem of which he or she learns regarding the use of that equipment. Physician shall advise and make recommendations regarding equipment to assure safe, quality patient care.

1.9 Support Staff. All technical and non-physician personnel required for the proper operation of the Program ("Support Staff") shall be employed by Hospital, and Physician shall have no liability for payment of wages, payroll taxes or other employment-related obligations. Hospital shall be responsible for supervising and directing Support Staff, except that Physician shall provide clinical oversight of such Support Staff. Physician shall comply with Hospital policies regarding gifts and supplemental compensation for Hospital employees.

1.10 Program Review. Physician agrees to participate in and cooperate with a review of the operations of the Program, as requested by Hospital. The review shall encompass all aspects of the Program's operations including, without limitation, Program administration and the efficiency, cost-effectiveness, and quality of services rendered in the Program. The results of such review shall be kept confidential, except to the Physician, the Medical Executive Committee, Hospital Administration and the Board of Directors.

2. RELATIONSHIP OF THE PARTIES

2.1 Independent Contractors.

(a) In the performance of Physician's work, duties and obligations under this Agreement, it is mutually understood and agreed that Physician is at all times acting and performing as an independent contractor, and nothing in this Agreement is intended nor shall be construed to create between Hospital and Physician an employer/employee relationship, a

joint venture relationship, or a lease or landlord/tenant relationship. Hospital shall neither have nor exercise any control or direction over the methods by which Physician shall perform Physician's professional responsibilities hereunder. The sole interest and responsibility of Hospital is to assure that the services covered by this Agreement shall be performed and rendered in a competent, efficient and satisfactory manner. The standards of medical practice and professional duties of Physician shall be determined by the Medical Staff, and all applicable provisions of law and other rules and regulations of any and all governmental authorities relating to licensure and regulation of physicians and hospitals and to the operation of the Program shall be fully complied with by all parties hereto.

(b) Physician agrees that he or she shall be personally responsible for any and all taxes payable by Physician and that he or she will timely file such tax returns and make such payments thereon as are legally required. There shall be no deductions whatsoever from any of the payments made to Physician pursuant to this Agreement, it being agreed and understood that Physician shall be and shall remain an independent contractor and all payments made hereunder shall be in the gross amounts set forth herein. It is acknowledged that the parties shall report on their respective federal and state income tax returns the payments provided for herein as compensation paid or received, as the case may be, for services rendered.

(c) No person performing services for Physician pursuant to this Agreement, whether said persons be members, partners, employees, subcontractors or otherwise, shall have any claim against Hospital for compensation, overtime, vacation pay, sick-leave, retirement benefits, Social Security, workers' compensation, disability or unemployment insurance benefits or employee benefits of any kind, and Physician shall indemnify Hospital and hold it harmless with respect thereto.

3. COMPENSATION

3.1 Compensation. For all of Physician's services under this Agreement during its term, Hospital shall pay Physician Twenty Five Thousand Dollars (\$25,000.00) per year ("Compensation"). Hospital shall pay Physician the Compensation in equal monthly installments of Two Thousand and Eighty Three Dollars (\$2083.00) each, on the last day of each month beginning on December 31, 2014. The parties acknowledge that the compensation has been set in a manner that provides fair market value compensation to Physician for Physician's Services under this Agreement and that is in keeping with Hospital's status as a California health care district. The parties also acknowledge and agree that this compensation may not be modified during the initial term of this Agreement. In the event that this Agreement is terminated, then Hospital shall have no obligation to pay Physician any further Compensation unless currently due for time worked under this Agreement.

If this Agreement is terminated, Hospital agrees to pay Physician on a pro-rata basis for fractions of a month worked prior to termination of the Agreement. For fractions of a month worked, Compensation shall be equal to the number of days worked divided by the number of days in the month multiplied by the monthly installment of Two Thousand and Eighty Three Dollars (\$2083.00).

Hospital shall reimburse Physician for all expenses reasonably incurred by Physician in the performance of his duties under this Agreement, including, but not limited to, expenses incurred for dues, subscriptions, travel, lodging and meals, within thirty (30) days of the date that Physician provides the Hospital with a written request for reimbursement and reasonable documentation of such expenses.

4. TERM AND TERMINATION

4.1 Term. The term of this Agreement shall be three (3) years commencing as of the Effective Date, and continuing until November 30, 2017, unless timely notice of extension or termination is given in accordance herewith.

Prior to termination, the Hospital and Physician may extend the term of the Agreement in one (1) year increments by mutual written consent. If the Agreement is extended by mutual written consent, then all terms of this Agreement shall remain in full force and effect except as otherwise provided herein.

4.2 Termination.

This Agreement may be terminated as follows:

(a) Either party may terminate this Agreement on thirty (30) days' written notice to the other party if the party to whom such notice is given is in material breach of this Agreement and if the breaching party does not cure such breach to the satisfaction of the non-breaching party during such 30-day period. The party claiming the right to terminate hereunder shall set forth in the notice of intended termination the facts underlying its claim that the other party is in breach of this Agreement.

(b) In the event the performance by either party to this Agreement of any provision of this Agreement should: (i) jeopardize the licensure of Hospital or Physician or Hospital's accreditation by the AOA or any other accreditation organization; (ii) jeopardize either party's participation in Medicare, Medi-Cal or other reimbursement or payment program; (iii) be in violation of any statute, ordinance or be otherwise deemed illegal; (iv) be deemed unethical by any recognized body, agency or association in the medical or hospital fields; (v) cause the continuation hereof to constitute a substantial threat, as determined by Hospital, of violating the California Health Care District Law, either party may by written notice to the other initiate negotiations to amend the Agreement to remove such jeopardy, violation, unethical practice, threat or illegality. In the event the parties cannot agree on changes to the Agreement within sixty (60) days of the notice (or such shorter period if required by any action of a governmental agency having jurisdiction over the affected party), either party may terminate this Agreement by notice to the other party.

(c) This Agreement shall terminate upon the death or disability of Physician. For purposes of this Agreement, "disability" shall mean a physical or mental condition, verified by a physician designated by Hospital, that prevents, or is substantially certain to prevent, Physician from carrying out one or more of the essential functions of Physician's position, with or without reasonable accommodation, for a continuous period of

ninety (90) days or more, or one hundred five (105) nonconsecutive days during any four (4) month period.

(d) Either party may terminate this Agreement without cause on one hundred eighty (180) days' written notice to the other party; provided, however, that if this Agreement is terminated during the twelve (12) month period following the Effective Date, Physician and Hospital shall not enter into another agreement for the provision of the Services until after the expiration of such twelve-month period.

4.3 Effects of Expiration or Termination.

(a) Upon expiration or termination of this Agreement, no party shall have any further obligation hereunder except for obligations occurring prior to the date of termination and obligations, promises or covenants contained herein that expressly extend beyond the term of this Agreement.

(b) In the event of termination of this Agreement, Physician shall vacate the Program premises used for the providing of Services pursuant to this Agreement on the effective date of the termination, removing at such time any and all of their personal property, including all equipment owned by Physician. Any personal property that is not so removed, may be removed and stored by Hospital at Physician's expense, put to some other use by Hospital, discarded or destroyed.

(c) Termination of this Agreement by Hospital shall not provide Physician the right to a fair hearing or any other right more particularly set forth in the Medical Staff Bylaws.

5. **INSURANCE**

5.1 Professional Liability Insurance Coverage.

(a) Physician shall maintain professional liability coverage covering all services provided under this Agreement in a form acceptable to Hospital with liability limits of not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) aggregate, or such greater amount as may be specified by the Hospital as the minimum professional liability coverage to be maintained by members of the Medical Staff of Hospital. Hospital shall maintain liability coverage of at least the same level. Failure to maintain such coverage shall be a material breach of this Agreement. Physician shall provide Hospital with certificates evidencing the coverage required under this Section. Each party shall promptly notify the other party of any cancellation, reduction or other material change in the amount or scope of any coverage(s) required under this Section.

(b) If the professional liability coverage procured pursuant to this Section is on a "claims made" rather than "occurrence" basis, Physician shall obtain extended reporting malpractice coverage ("tail" coverage) upon the termination or expiration of this Agreement or any amendment, reduction or other material change in the then existing professional liability coverage of Physician if such amendment, reduction or other material change will result in a

gap in coverage. "Tail" coverage obtained by Physician shall have the same liability limits as other coverage required by Section 5.1(a). Physician shall provide Hospital with certificates evidencing the "tail" coverage required under this Section and providing for not less than twenty (20) days notice to Hospital of the cancellation of such coverage. Physician shall promptly notify Hospital of any cancellation, reduction or other material change in the amount or scope of any such "tail" coverage.

(c) In the event that Physician fails to obtain or maintain insurance required hereunder, Hospital may, at its option, procure and/or renew such insurance to the account of Physician. If Hospital does so procure and/or renew such insurance, Physician shall reimburse Hospital for the cost thereof within thirty (30) days after written notice of such action is given by Hospital to Physician.

5.2 Allocation of Liabilities. Physician and Hospital are each responsible for their own acts and omissions in performing their obligations hereunder and are not responsible for the acts or omissions of the other. Notwithstanding the foregoing sentence, nothing herein shall be construed to preclude a finding of liability on the part of either party to the other, based upon the doctrines of equitable indemnity, comparative negligence, contribution or other common law bases of liability.

6. OBLIGATIONS OF PHYSICIAN AND HOSPITAL

6.1 Assistance in Litigation. Physician shall make himself or herself available to testify as an expert witness, or otherwise, in the event of litigation being brought against Hospital, its directors, officers or employees based upon a claim of negligence, malpractice or any other cause of action, except where Physician is a named adverse party. Hospital shall compensate Physician for such services at a rate mutually agreed to between the parties in advance, provided that such compensation is consistent with the fair market value of such services. Hospital shall provide similar assistance to Physician, except where Hospital is a named adverse party.

6.2 Confidentiality.

(a) This Agreement. The parties agree that terms and conditions of this Agreement, including its financial terms, are confidential. Accordingly, each party agrees not to disclose to any other person or entity, any term or condition of this Agreement, or of any other agreement referred to in this Agreement, or of any transaction contemplated by this Agreement, except with the prior written consent of the other party.

(b) Proprietary Information. Each party acknowledges that it and its employees, contractors, representatives and other agents may obtain or have access to proprietary information of the other party, including patient information, confidential financial, operational, business and planning information, and trade secrets ("Proprietary Information"). Each party agrees to keep such Proprietary Information confidential and shall not directly or indirectly disclose such Proprietary Information to a third party, except as required to perform its obligations hereunder, or as required by law, or with the prior written consent of the party to whom the Proprietary Information belongs. The foregoing sentence shall not apply to information: (i) provided to voluntary accreditation agencies,

government agencies or third-party payers as required by law or consented to by the affected party; (ii) reasonably required by other health care providers involved in a particular patient's case; (iii) which a party can show was known to it prior to disclosure by the other party; or (iv) which is or becomes public knowledge through no fault of the party to whom the disclosure is made. Each party further agrees not to use any Proprietary Information of the other party in a manner adverse to the interests of the party to whom the Proprietary Information belongs and recognizes that party's right to obtain judicial relief, including injunctive relief and damages, for any violation of this

(c) Medical Records. Physician shall, and shall require his or her employees, subcontractors and agents, to comply with and recognize all confidentiality and nondisclosure requirements that apply to Hospital, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") (45 C.F.R. Part 160, *et seq.*), the Confidentiality of Alcohol and Drug Abuse Patient Records Regulations (45 C.F.R. Part 2) and the Confidentiality of Medical Information Act (California Civil Code §56, *et seq.*), as amended from time to time.

(d) Survival. The obligations created by this Section 6.2 shall survive the termination of this Agreement

6.3 Compliance with Laws.

(a) In addition to the obligations of the parties to comply with applicable federal, state and local laws respecting the conduct of their respective businesses and professions, Hospital and Physician each acknowledge that they are subject to certain federal and state laws governing the referral of patients that are in effect or will become effective during the term of this Agreement. These laws include:

(i) Prohibition on payments for referral or to induce the referral of patients (California Business and Professions Code §650; California Labor Code §3215; and the Medicare/Medicaid Fraud and Abuse Law, § 1128B of the Social Security Act); and

(ii) Prohibition on the referral of patients by a physician for certain designated health care services to an entity with which the physician (or his/her immediate family) has a financial relationship (California Labor Code §§139.3 and 139.31, applicable to referrals for workers' compensation services; California Business and Professions Code §§650.01 and 650.02, applicable to all other patient referrals within California; and § 1877 of the Social Security Act, applicable to referrals of Medicare and Medi-Cal patients).

(b) Nothing in this Agreement is intended or shall be construed to require either party to violate the California or federal laws described in Section 6.3(a) and, subject to the covenants made by Physician under Section 2.1 (Independent Contractors), this Agreement shall not be interpreted to:

(i) Require Physician to make referrals to Hospital, be in a position to make or influence referrals to Hospital, or otherwise generate business for Hospital.

(ii) Restrict Physician from establishing staff privileges at,

referring any patient to, or from otherwise generating any business for any other entity of Physician's choosing.

(iii) Provide for payments in excess of the fair market value or comparable compensation paid to physicians for Services in comparable locations and circumstances

6.4 Dispute Resolution.

(b) Informal Resolution Processes. Any questions or disagreements arising under this Agreement regarding the quality of care provided to Hospital patients shall be submitted to the Medical Executive Committee. Any other questions or disagreements (other than those regarding quality of care) arising under this Agreement, including any questions concerning the interpretation of this Agreement, shall be submitted to Hospital's Chief Executive Officer. If the dispute cannot be resolved by the Chief Executive Officer within ninety (90) days of submission thereto, either party may submit the resolution to arbitration pursuant to Section 6.4(b).

(c) Arbitration. With the exception of disputes regarding the quality of care, which shall be resolved according to the provisions of Section 6.4(a), all disputes relating to, arising out of or in connection with the validity, interpretation or performance of this Agreement, including tort claims, shall be resolved by arbitration. The arbitration will proceed in accordance with the commercial rules of arbitration of the American Arbitration Association, as supplemented or modified by this Agreement. Written notice of a claim and demand for arbitration must be given to the other party (the "Respondent") not more than one hundred and twenty (120) days after the date of (i) the events giving rise to the claim occur or (ii) the date the claim is discovered. Response to the demand for arbitration shall be due not later than twenty (20) days after receipt of notice. The claim will be deemed denied if Respondent does not answer the demand within that time period. Not more than twenty (20) days after Respondent answers the demand (or if there is no answer, after the time for answer has elapsed) (the "Answer Date"), the parties shall select a single neutral arbitrator. If the parties cannot agree upon such arbitrator within twenty (20) days of the Answer Date, then each party shall choose an arbitrator and the two arbitrators together shall select a third arbitrator (the "Arbitrators") and the matter shall be arbitrated by the panel of three Arbitrators. If the two Arbitrators are unable to agree upon a third Arbitrator prior to the thirtieth (30th) day after the Answer Date, then either party may request the American Arbitration Association to select the third Arbitrator. Any Arbitrator selected under this Section shall be a person with business, financial or legal experience in the health care industry of at least five (5) years, who is generally familiar with the issues in dispute. The arbitration shall take place in Truckee, California, or another location mutually agreed upon by the parties. The Arbitrator(s) may construe or interpret but shall not ignore the terms of this Agreement and shall be bound by California substantive law. The arbitration decision shall include written findings of fact and conclusions of law. The arbitration decision may include equitable relief, but may not include punitive or exemplary damages. The Arbitrator(s) shall not have the power to commit errors of law or legal reasoning and the Arbitrator's(s) decision may be vacated or corrected pursuant to California Code of Civil Procedure Sections 1286.2 or 1286.6 for any such error. The

prevailing party, as determined by the Arbitrator(s), shall be entitled to reasonable attorneys' fees and costs. In cases submitted to arbitration, the parties agree to share equally in the administrative fee, if any, unless otherwise assessed against the non-prevailing party by the Arbitrator(s). The parties agree that the decision of the Arbitrator(s) shall be final and binding as to each of them, and that the arbitration award may be enforced in any court having jurisdiction thereof, by the filing of a petition to enforce said award.

6.5 Disclosure of Conflicts of Interest. Physician agrees to adhere to Hospital's conflicts of interest policy, as from time to time in effect, and to disclose to Hospital any matter or transaction in which Physician is involved that conflicts with the interest of Hospital in Physician's satisfactory performance of Services under this Agreement.

6.6 Assignment and Delegation. Notwithstanding any other provisions of this Agreement, Physician shall not assign his or her rights or delegate his or her duties under this Agreement without first obtaining Hospital's written consent. Any attempt at assignment or delegation by Physician without Hospital's prior written consent shall be void. Hospital's consent to one assignment or delegation shall not be consent to any subsequent assignment or delegation. If Physician is a corporation, any sale or transfer of stock or assets of Physician which, after such sale or transfer, results in a change in control of Physician shall be deemed an assignment of this Agreement, subject to the consent requirements of this Section.

6.7 Tax-Exempt Financing. In the event Hospital intends to seek tax-exempt financing, Hospital and Physician shall negotiate in good faith to amend this Agreement to the extent deemed necessary by bond counsel involved in that financing. If Hospital and Physician do not agree to the terms of such an amendment, Hospital may terminate this Agreement pursuant to Section 4.2(d).

7. GENERAL PROVISIONS

7.1 Notice. Any notice required or permitted under this Agreement shall be in writing and shall be deemed given at the time it is deposited in the United States Mail, postage pre-paid, certified or registered mail, return receipt requested, addressed to the party at its address as follows (or at such other address as may be set forth in a notice given pursuant to this paragraph):

If to Hospital:

Tahoe Forest Hospital District
Attn: Administrator
P.O. Box 759
Truckee, California 96160

If to Physician:

Melissa Kaime, M.D.
P.O. Box 3974
Truckee, CA 96160-3974

7.2 Access to Records. Physician agrees in connection with Medicare reimbursement for services rendered pursuant to this Agreement to allow the Secretary of the United States Department of Health and Human Services, the Comptroller General of the United States or the authorized representative of either, at all reasonable times and for a period of four (4) years after receipt of payments pursuant to this Agreement, access to the Physician's books, documents, and records relating to payments made pursuant to the terms of this Agreement. Such provisions for access to records shall also be included with respect to the Physician's subcontracts, if any, to the extent required by applicable law or regulation.

7.3 Amendments. This Agreement contains the entire understanding between the parties hereto and supersedes any and all prior agreement, undertakings and arrangements between the parties relating to the subject matter hereof. No amendment, change, modification or alteration of the terms and conditions hereof shall be binding unless evidenced by a written agreement signed by all parties hereto.

7.4 Captions. Any captions to or headings of the articles, sections, subsections, paragraphs or subparagraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of validity of this Agreement or any provision hereof.

7.5 Attorney's Fees. In the event of any legal proceeding, including but not limited to mediation and arbitration, by either party to enforce or defend its rights under this Agreement, the prevailing party, in addition to all other relief awarded by the mediator, arbitrator or the court, shall be entitled to reasonable attorney's fees.

7.6 Governing Law. This Agreement shall be construed under the laws of the State of California with venue for any judicial proceeding brought by either party with regard to any provision of or obligation arising under this Agreement in the County of Nevada, California.

7.7 Severability. The provisions of this Agreement shall be deemed severable and if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the parties. Notwithstanding the foregoing, if enforcement of this Agreement as so modified would substantially deprive one of the parties of the benefit of the original bargain or is materially detrimental to one of the parties, then said party may terminate this Agreement upon thirty (30) days written notice.

7.8 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

7.9 Interpretation. No provision of this Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.

7.10 Waiver. The failure of Hospital to exercise or enforce any right conferred upon it hereunder shall not be deemed to be a waiver of any such right nor operate to bar the exercise or performance thereof at any time or times thereafter; nor shall a waiver of any rights hereunder at any given time be deemed an ongoing waiver or a waiver thereof for any other time. Any waiver of any terms and conditions hereof must be in writing, and signed by the parties hereto.

7.11 Illegality. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

7.12 Gender and Number. Whenever the context hereof requires, the gender of all words shall include the masculine, feminine and neuter, and the number of all words shall include the singular and plural.

7.13 Facilitation. Each party agrees promptly to perform any further acts and to execute, acknowledge and deliver any documents which may be reasonably necessary to carry out the provisions of this Agreement or effect its purposes.

7.14 Force Majeure. Neither party shall be liable nor deemed to be in default for any delay or failure in performance under the Agreement or other interruption of service or employment deemed resulting, directly or indirectly, from: Acts of God; acts of civil or military authority; acts of public enemy; war; accidents; fires; explosions; earthquakes; floods; failure of transportation, machinery or supplies; vandalism; strikes or other work interruptions by Hospital's employees; or any similar or dissimilar cause beyond the reasonable control of either party. Both parties shall, however, make good faith efforts to perform under this Agreement in the event of any such circumstance.

7.15 Successors and Assigns. Subject to the provisions contained in this Agreement on assignment, this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

7.16 Entire Agreement; Amendment. This Agreement contains the entire Agreement of the parties hereto and supersedes all prior agreements, representations and understandings, whether written or otherwise, between the parties relating to the subject matter hereof. This Agreement shall not be amended except in writing and by mutual consent of Hospital and Physician.

7.17 Legal Counsel. Each party understands that this Agreement gives rise to certain tax implications and is subject to Medicare and Medi-Cal laws (including laws relating to reimbursement, fraud and abuse and referral of patients). Each party understands the advisability of seeking legal counsel and/or accountants to review the Agreement, and has exercised its own judgment in this regard.

///

///

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered as of the date first above written.

Hospital:

Tahoe Forest Hospital District, a California
hospital district doing business as
Tahoe Forest Hospital

Physician:

By: Robert Schapper
CEO/Administrator

Melissa Kaime, M.D.

EXHIBIT A

ASSOCIATE MEDICAL DIRECTOR OF ONCOLOGY

Physician serves as Associate Medical Director of Oncology ("Associate Medical Director") at Tahoe Forest Hospital District with responsibilities that shall include the following and other responsibilities that may from time to time be deemed necessary and mutually agreed upon:

The Associate Medical Director shall be responsible for assisting the Medical Director in the medical administrative activities of the Oncology Program and the Gene Upshaw Memorial Tahoe Forest Cancer Center, an outpatient department of Tahoe Forest Hospital District (the "Hospital"), to ensure acceptable standards of medical care.

Her responsibilities shall include the following and other responsibilities that may from time to time be deemed necessary and mutually agreed upon:

ESSENTIAL FUNCTIONS

Program Oversight:

In concert with the Medical Director, the Associate Medical Director will review and take steps to improve, where necessary, the clinical performance of specific programs; oversee resource management efforts and the development of protocols, guidelines and pathways.

Program Integration:

In concert with the Medical Director, the Associate Medical Director will assure that processes are in place to manage medical policy and clinical continuity throughout the Center as follows:

- **Medical Administration:** To assist as appropriate in the retention, evaluation and preparation of Center physicians; to assure, where appropriate, the effective scheduling of physician services to meet clinical needs; to manage staff issues; to resolve conflicts. To serve on appropriate Hospital medical staff committees.
- **Clinical Research Oversight:** To provide oversight and guidance in the conduct of clinical research activities.
- **Education Oversight:** To identify and meet physician continuing educational needs, collaborate on community, staff and patient education programming.
- **Compliance:** To promote compliance with all accreditation, Medicare and state licensing standards applicable to the clinical management of the patients treated at the Center.

Quality Improvement:

In concert with the Medical Director, the Associate Medical Director will assure that processes are in place to

- Measure and evaluate outcomes and processes of care; and
- Use this information to improve the quality of care.

Program Development:

In concert with the Medical Director, the Associate Medical Director will

- Work in conjunction with others on the management team to initiate, develop or review proposals for new, or expansion of existing clinical programs.
- Identify disease specific regional centers of excellence, and develop functional relationships with those centers including, but not limited to, second opinion facilitation as well as clinical trial participation.

Public Relations:

In concert with the Medical Director, the Associate Medical Director will act as a senior physician spokesperson for the Center.

WORKING RELATIONSHIPS

The Associate Medical Director will foster superior working relationships with:

- Hospital administration and personnel
- Physicians
- Program Administrator
- Clinical departmental managers
- Patients, families, and the public
- Vendors

The Associate Medical Director will maintain a reporting relationship with the Medical Director and Executive Director of the Cancer Center.

MAJOR CHALLENGES

In concert with the Medical Director, the Associate Medical Director will strive to

- Provide the best place for physicians to practice medicine
- Provide quality and efficient care for Cancer Center patients

DECISION MAKING RESPONSIBILITIES

In concert with the Medical Director and the Executive Director, the Associate Medical Director will be authorized to make appropriate decisions necessary to ensure the efficient clinical operation of the cancer program consistent with Hospital policy.

KNOWLEDGE, SKILLS AND ABILITIES

The Associate Medical Director will demonstrate

- Sufficient leadership abilities to promote a vision of the overall cancer program;
- Knowledge and experience in the provision of oncology care with a clear understanding and appreciation of medical integrity and ethics;
- Superior organizational skills to manage and direct a team providing care to patients with cancer and other related diseases, as well as prioritize the workload and meet all deadlines;
- The diplomatic skills necessary to coordinate and prioritize competing cancer center program initiatives in order to produce broad-based consensus and success.

SCOPE

The responsibilities detailed above require a part-time commitment of **approximately six (6) hours per week.**

CONTRACT ROUTING FORM

Email Completed Form to Executive Assistant (pbarrett@tfhd.com) for Processing and Compliance Review

NEW CONTRACT <input checked="" type="checkbox"/>	AMEND SCOPE <input type="checkbox"/>	AMEND TERM <input type="checkbox"/>	AUTO RENEW <input type="checkbox"/>	BAA <input type="checkbox"/>
ORIGINATING DEPARTMENT: Hospice		CONTACT PERSON: Karen Gancitano PHONE: 530-582-6316		
RESPONSIBLE ADMINISTRATIVE COUNCIL (AC): CEO <input checked="" type="checkbox"/> CFO <input type="checkbox"/> COO <input type="checkbox"/> CNO <input checked="" type="checkbox"/> CIO <input type="checkbox"/> IVCH <input type="checkbox"/>				
REQUIRES BOARD GOVERNANCE COMMITTEE REVIEW? NO <input type="checkbox"/> YES <input checked="" type="checkbox"/> MEETING DATE: Straight to Board COMMITTEE RECOMMENDS:				
TYPE OF CONTRACT:				
Physician Professional Service Agreement (P-PSA) <input type="checkbox"/>		Type: _____		
Physician Medical Director Agreement (MDA) <input checked="" type="checkbox"/>		Type: Tahoe Forest Hospice Medical Director Services		
Vendor Professional Service Agreement (V-PSA) <input type="checkbox"/>		Type: _____		
Other _____ <input type="checkbox"/>		Type: _____		
❖ Business Associated Agreement Required? YES <input type="checkbox"/> NO <input type="checkbox"/>				
CONTRACTOR/VENDOR DETAILS: <i>If needed, additional instructions and information may be provided on Page 2</i>				
LEGAL NAME OF CONTRACTOR/ VENDOR: Johanna Koch, M.D.				
Purpose of the Contract/Alternatives: This contract has been in hold-over mode to allow for review; therefore a new contract is being initiated. Contract will be amended to reflect that the Director is licensed to practice medicine in the State of Nevada and the State of California.				
Scope of the Contract: Director to monitor the quality and appropriateness of care provided to patients. Specific duties and obligations as are set forth in Exhibit A (Job Description) to the contract.				
DATES OF CONTRACT:		EFFECTIVE DATE: December 1, 2014 END DATE: November 30, 2017		
Version History:		Original Effective date: August 1, 2003 Renewal Dates: Amendment Dates:		
PHYSICIAN CONTRACTS: FOR STARK LAW COMPLIANCE, THE TERMS OF THIS CONTRACT CANNOT CHANGE FOR 1 YEAR				
Compensation Structure: <i>Include "other comp" (i.e. education, phone stipend, etc.)</i> \$100 per hour not to exceed \$2000.00 per month for Medical Directorship services. \$50 per hour plus mileage (at customary IRS rate) for home visits.				
Contract Term: <i>(anything other than Net 30 requires AC approval)</i> Net 30				
Total Cost of Contract:		\$2000.00 per month		
Compensation Audit Process:		See Policies AGOV-10 and ABD-21		
Is Cost of Contract Budgeted?		YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		
If NOT budgeted or exceeds budgeted amount, identify the offset:				
TFHS Primary Responsible Party:		Karen Gancitano		
TFHS Secondary Responsible Party:		Linda Freitas		

ORIGINATING DEPARTMENT: Hospice	CONTACT PERSON: <u>Karen Gancitano</u> Phone: <u>530-582-6316</u>
------------------------------------	--

LEGAL NAME OF CONTRACTOR/ VENDOR: <u>Johanna Koch, M.D.</u>

REQUIRED COMPLIANCE INFORMATION		<i>Med Dir Hospice Sec</i>
Commercially Reasonable Verified	Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/>	Compliance Officer Signature: <i>Jud Bats</i>
Fair Market Value Verified	Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/>	

CONTRACTOR INFORMATION	
Contractor Representative Name:	<u>Johanna Koch M.D. Family Practice</u>
Mailing Address:	<u>889 Alder Ave #203; Incline Village, NV 89451</u>
Telephone and Fax Number:	Phone: <u>775-832-5200</u> Fax: <u>775-832-5205</u>
Email Address of Contact:	<u>joykoch123@gmail.com</u>
Accounts Receivable Representative:	

REQUIRED FINANCIAL INFORMATION
W-9 and Certificates of Insurance Must Be Submitted with any Contract

ADDITIONAL INFORMATION

Term of contract 3 years.

Fair Market Value (FMV) & Commercial Reasonableness (CR): At the rates of \$50/hour & \$100/hour this contract is below the median FMV benchmark range for services to be performed by this physician. The contract meets CR based on information from the Director that the number of administrative hours (max 20 per month) and duties to be performed are reasonable and necessary.

Reference:

- Policy ABD – 21 Physician and Professional Service Agreements
- Policy AGOV – 10 Contract Review Policy
- Policy AFIN – 03 Accounts Payable Policy

*W-9s are required for any contract on which we are making payments.
Certificates of Insurance are required for any contract in which any service is being provided.*

THIS SECTION FOR CONTRACTS COORDINATOR USE ONLY:			
W-9 Received?	Yes: <input type="checkbox"/> No: <input type="checkbox"/>	Certificate of Insurance Received?	Yes: <input type="checkbox"/> No: <input type="checkbox"/>
New Vendor information Sent to Accounts Payable?	Yes: <input type="checkbox"/> No: <input type="checkbox"/>	Email a copy of Section D (page 2) of the completed Routing Form to A/P. This is required for A/P to process their payments.	

Contracts Review: _____ Date Initials	BOARD ACTION: _____	MEETING DATE: _____
	Out for TFHD Signature: _____ Date: _____	Receive Date: _____
CFO Review: _____ Date Initials	Out for Vendor Signature: _____ Date: _____	Receive Date: _____
	Uploaded to Contracts System: _____ Date: _____	Trigger dates set: YES <input type="checkbox"/> NO <input type="checkbox"/>
	CONTRACT #: _____ (i.e. 10001)	Document Reference: _____ (i.e. #####.C)

TAHOE FOREST HOSPITAL DISTRICT

TAHOE FOREST HOSPICE
MEDICAL DIRECTOR SERVICES

This Agreement is made and entered into on December 1, 2014 by and between Johanna Koch, MD (hereinafter referred to as "DIRECTOR") and Tahoe Forest Hospice, a subdivision of Tahoe Forest Hospital District (hereinafter referred to as "DISTRICT").

RECITALS

DISTRICT currently operated a state licensed Medicare certified Hospice agency called Tahoe Forest Hospice (hereinafter referred to as "Agency"). The DISTRICT desires to enter into an agreement with DIRECTOR to monitor the quality and appropriateness of care provided to patients of the Agency. The DIRECTOR is licensed to practice medicine in the State of California and the State of Nevada. The DISTRICT is desirous of engaging DIRECTOR to perform such directorship duties as are set forth hereinafter.

TERMS

The parties hereby agree as follows:

1. Responsibilities: During the term of this agreement, the DIRECTOR shall serve as the DIRECTOR of the Agency and shall perform the duties and obligations as are set forth in Exhibit A (Job Description) attached hereto and made a part hereof.
2. Compensation: DISTRICT shall pay DIRECTOR the sum of one hundred dollars per hour (\$100.00) not to exceed two thousand dollars per month (\$2,000.00) for Medical Director administrative and clinical oversight duties payable on the 15th day of the month immediately following the month during which Directorship services are rendered by DIRECTOR.

Further, DIRECTOR will give Tahoe Forest Hospice an invoice for patient home visits and will be paid fifty dollars (\$50) per hour, plus mileage at customary rate. DIRECTOR will submit monthly an invoice, attached as Exhibit B, detailing services rendered under this agreement.

3. Term: Subject to earlier termination as provided hereafter, this agreement shall continue for a period of three (3) years commencing as of the above written date.
4. Termination: This agreement may be terminated with or without cause by either party upon provision of thirty (30) days written notice to the other party addressed to the other party as follows:

(DISTRICT)
CEO
Tahoe Forest Hospital District
P.O. Box 759
Truckee, California 96160

(DIRECTOR)
Johanna Koch, M.D.
889 Alder Ave., #203
Incline Village, NV 89451

Any notice required or permitted hereunder shall be in writing and shall be deemed given as of the date deposited in the United State mail, postage prepaid.

5. Independent Contractor: DIRECTOR shall perform the services and duties required under this agreement as an independent contractor and not as an employee, agent or partner of, or joint venture with, DISTRICT.
6. DISTRICT's Obligations: DISTRICT shall provide services to patients according to the Tahoe Forest Hospice policies. Tahoe Forest Hospice retains all responsibility and authority for the patient/family admission process, assessment, ongoing assessment, development, review and revision of plan of care, interdisciplinary group conferences, coordination, supervision and evaluation of patient care, scheduling of visits or hours and discharge planning and bereavement services. DISTRICT retains professional and administrative responsibility for the services rendered.
 - A. Hospice Director will provide DIRECTOR with an in depth orientation to the Hospice Program. Additional materials will be provided, as needed, throughout the term of the agreement. The Hospice Director and/or Clinical Supervisor will be accessible to the DIRECTOR and will facilitate coordination and continuity of services to patients.
 - B. Tahoe Forest Hospice will ensure the quality and utilization of services in accordance with its quality management program.
 - C. Tahoe Forest Hospice will provide DIRECTOR with any changes to these rules, regulations and standards and allow the DIRECTOR at least thirty (30) days to meet these changes.
7. Compliance with Laws and Regulations: DIRECTOR at all times while performing hereunder shall be licensed to practice medicine in the State of California, and will maintain Active Staff privileges on the DISTRICT's Medical Staff to perform duties in the Agency. DIRECTOR shall perform duties in a timely manner and in accordance with DISTRICT policies and Medical Staff Bylaws, Rules and Regulations and Tahoe Forest Hospice policies. In addition, DIRECTOR shall comply with the laws and regulations of the State of California, Federal CMS guidelines for Medicare Certified Hospices, NHPCO Standards, and the Ethics of the American Medical Association. DIRECTOR will comply with educational requirements and adhere to personnel qualifications.
8. Insurance: All facility employees shall be covered by the general and professional liability insurance carried by DISTRICT. DISTRICT represents that DIRECTOR shall be covered under DISTRICT's comprehensive liability insurance while performing as DIRECTOR hereunder. DIRECTOR shall maintain at all times professional liability insurance with a company or companies qualified to conduct insurance business in the state and approved by the DISTRICT with limits not less than \$1,000,000.

9. Access to Books and Records of Subcontractor: Upon the written request of the Secretary of Health and Human Services or the Comptroller General or any of their duly authorized representatives, the DIRECTOR will make available those contracts, books, documents and records necessary to verify the nature and extent of the costs of providing services under this agreement. Such inspection will be available up to four (4) years after rendering of such services. This section is included pursuant to and is governed by the requirements of the Public Law 96-+99, Sec 952 (Sec. 1861 (v)(1) of the Social Security Act) and the regulation promulgated thereunder.
10. Entire Agreement: This agreement contained the entire agreement of the parties hereto and supersedes all prior agreements, representations and understandings between the parties relating to the subject matter hereof.

IN WITNESS WHEREOF, the parties have caused the agreement to be executed and delivered as of the date first written above.

DISTRICT:

BY: _____
Robert A. Schapper, CEO
Tahoe Forest Hospital District

DATE: _____

DIRECTOR:

BY: _____
Johanna Koch, M.D.

DATE: _____

EXHIBIT A

TAHOE FOREST HOSPITAL DISTRICT TAHOE FOREST HOSPICE MEDICAL DIRECTOR SERVICES

Job Description

Job Description Summary

Responsible for the overall oversight of physician services in Tahoe Forest Hospice. As an active member of the Interdisciplinary Group, the DIRECTOR's role is to complement the attending physician's care, act as medical resource to the interdisciplinary group members and assure overall continuity of the Tahoe Forest Hospice program's medical services. The DIRECTOR's coordination role means the DIRECTOR shares responsibility for assuring that Tahoe Forest Hospice is providing appropriate care as required. This involves monitoring and ensuring implementation of policies and procedures, and providing oversight and supervision of physician services and the medical care of patients. It is the role of the DIRECTOR to oversee the clinical care of patients to ensure to the extent possible that care is adequate. The DIRECTOR must hold a current license in the State of California and the State of Nevada to practice medicine and must be knowledgeable with respect to the philosophy of Hospice and the medical aspects of Hospice care.

Essential Job Functions/Responsibilities

1. Functions as part of the Hospice Interdisciplinary Group, and acts as a consultant for medical care.
2. In conjunction with the attending or primary physician, shall be responsible for the medical direction and quality of care provided to the patient, family and caregivers by the Hospice interdisciplinary group.
3. Certify and sign an attestation (in conjunction with the attending physician, if applicable) that the patient is terminally ill. Terminally ill is defined by statute to mean that the medical prognosis of life expectancy is six (6) months or less if the terminal illness follows its normal course.
4. Reviews necessary data from the referral source in order to validate diagnosis and terminal prognosis established by the attending or primary physician.
5. Review the clinical record and/or performing a medical examination to confirm the appropriateness of Hospice services.
6. Assists in developing and implementing the plan of care that is coordinated with the primary physician.
7. Ensures the availability of physician services and providing a substitute in the absence of the primary physician.
8. Renders the necessary medical management, in consultation with the primary physician, consistent with the plan of care and the patient's needs.
9. Attends Interdisciplinary Group care plan conferences.
10. Completes required documentation in a timely manner and responds to communications from Hospice personnel within reasonable time frames.

11. Establishes and continually reviews policies and procedures related to medical education and clinical standards of care. Signs all Tahoe Forest Hospice policies and procedures.
12. Conducts periodic inservice education programs for department personnel.
13. Active member of the Quality Assessment Performance Improvement Program and Utilization Review Committee.
14. Participates in annual program review.
15. Understands regulations and standards particular to licensing, certification and accreditation by state, federal and other agencies.
16. Monthly submits an invoice and patient documentation for patient home visits and an invoice detailing additional services rendered under this agreement, e.g. attendance at interdisciplinary group meetings, summary of phone consultations with Hospice staff, etc.
17. Maintains personal knowledge base regarding current standards of practice and clinical developments in the treatment of patients with terminal illness.

Position Qualifications

1. Holds current license to practice medicine in the State of California.
2. Holds current license to practice medicine in the State of Nevada

Definitions

Administrative and clinical functions – Those activities that support the daily operations and provide administrative oversight / establish appropriate systems, policies and procedures for the hospice program. Administrative and clinical oversight functions commonly include:

- Participation / leadership of IDG meetings
- Collaboration with hospice clinical team for coordination of medical treatment for hospice patients; including giving physician orders for treatment of individual patients
- Collaboration with other physicians involved in care of hospice patients
- Representing the hospice program to other members of the medical community, hospital, or community at large
- Completion of written documentation associated with
 - a. Treatment of individual patients
 - b. Policy / procedure development and approval
 - c. Regulatory requirements
- Participation in Hospice performance/ quality improvement activities
- Provision for informal or formal education to members of the hospice, hospital, or medical staff

Activities outside of the scope of Administrative and clinical oversight functions

- Activities related to responsibilities as attending physician for individual patients
- Personal educational activities

